

BOARD OF FIRE COMMISSIONERS

David Humke, Chairman
Bonnie Weber, Vice-Chairman
Kitty Jung
Marsha Berkbigler
Vaughn Hartung

FIRE CHIEF

Charles A. Moore

ASSISTANT DISTRICT ATTORNEY

Paul Lipparelli



**NOTICE OF JOINT MEETING AND AGENDA
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT**

11:00 a.m.

Tuesday, October 28, 2014

**Washoe County Administrative Complex, Commission Chambers
1001 E. Ninth Street, Reno, Nevada**

NOTE: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later.

The Washoe County Commission Chambers is accessible to the disabled. If you require special arrangements for the meeting, call the County Manager's Office, 328-2000, 24-hours prior to the meeting.

Time Limits. Public comments are welcomed during the Public Comment periods for all matters, whether listed on the agenda or not, and are limited to three minutes per person. Additionally, public comment of three minutes per person will be heard during individual action items on the agenda. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment on that item at the Board meeting. Persons may not allocate unused time to other speakers.

Forum Restrictions and Orderly Conduct of Business. The Board conducts the business of the District and its citizens during its meetings. The presiding officer may order the removal of any person whose statement or other conduct disrupts the orderly, efficient or safe conduct of the meeting. Warnings against disruptive comments or behavior may or may not be given prior to removal. The viewpoint of a speaker will not be restricted, but reasonable restrictions may be imposed upon the time, place and manner of speech. Irrelevant and unduly repetitious statements and personal attacks which antagonize or incite others are examples of speech that may be reasonably limited.

Responses to Public Comments. The Board can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters listed or not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Board. However, responses from Board members to unlisted public comment topics could become deliberation on a matter without notice to the public. On the advice of legal counsel and to ensure the public has notice of all matters the Board will consider, the Board members may choose not to respond to public comments, except to correct factual inaccuracies, ask for staff action or to ask that a matter be listed on a future agenda. The Board may do this either during the public comment item or during the following item: "*Commissioners'/Chief's Announcements, Requests for Information, Topics for Future Agendas and Statements Relating to Items Not on the Agenda".

Pursuant to NRS 241.020, the Agenda for the Board of Fire Commissioner Meetings has been posted at the following locations: Washoe County Administration Building (1001 E. 9th Street, Bldg. A), Washoe County Courthouse-District Court Administrator/Clerk of Court (75 Court Street), Washoe County Central Library (301 South Center Street) and Sparks Justice Court (1675 East Prater Way) and Washoe County's website at www.washoecounty.us/bcc.

Support documentation for the items on the agenda, provided to the Board of Fire Commissioners is available to members of the public at the District's Admin Office (1001 E. 9th Street, Bldg. D, 2nd Floor, Reno, Nevada) Sandy Francis, Office Support Specialist, phone (775) 328-6124 and on the County's website at www.washoecounty.us/bcc ; and <https://notice.nv.gov>.

All items numbered or lettered below are hereby designated **for possible action** as if the words "for possible action" were written next to each item (NRS 241.020). An item listed with asterisk (*) next to it is an item for which no action will be taken.

11:00 a.m. *1. Call to order/roll call for each entity.

*2. Public Comment: Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.

3. Consent Items: Approval of minutes from Board of Fire Commissioners meeting August 26, 2014 and September 23, 2014

*4. Fire Chief Report:

- A) Report and discussion related to fire district operations
- B) Monthly Statistics
- C) Volunteer Report

5. Authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County Civil Attorney's office, and Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 044-300-09 (and a portion of APN 044-300-10), for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including a Phase I and Phase II, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition. (All Commission Districts)

6. Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 3895 for a four year term, and if approved, authorize the Chairman to sign on behalf of the Board. (All Commission Districts)

7. Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a two year term, and if approved, authorize the Chairman to sign on behalf of the Board. (All Commission Districts)

8. Recommendation to approve a reclassification request of a Program Assistant, pay grade K, to a Purchasing Agent (Buyer), pay grade L, as evaluated by the Washoe County Job Evaluation Committee. Net annual cost of this action is estimated at \$5,400. (All Commission Districts)
 9. Recommendation to approve a reclassification request of a currently frozen Administrative Assistant II position, pay grade L, to an Administrative Assistant I, pay grade K, to be consistent with the recommended staffing level as evaluated by the Washoe County Job Evaluation Committee. (All Commission Districts)
 10. Discussion and possible approval of Amendment No. 1 of Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore. (All Commission Districts)
 11. Discussion and possible action authorizing the Chairman to terminate the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services effective December 31, 2014. (All Commission Districts)
- The following agenda item #11 will be heard by the Washoe County Board of Commissioners who will convene as the Board of County Commissioners and the Board of Fire Commissioners for the Sierra Fire Protection District and Truckee Meadows Fire Protection District.***
12. Adopt a Resolution declaring the intent of Washoe County, Truckee Meadows Fire Protection District and Sierra Fire Protection District to withdraw all use of the property commonly known as the Boomtown Fire Station, APN 038-120-10, including of all improvements, and relinquish all rights thereto back to the owner, PNK Development 7 LLC, due to the relocation of the fire station to the new Mogul location at 10201 W. Fourth Street; and other matters properly related thereto. (Commission District 5)
 13. Discussion and possible action referring to the Board of County Commissioners, a request by the Sierra Sage Golf Course Management Company President (Cal-Mazz Golf Management) to de-annex from the City of Reno and include the area into the boundary of Truckee Meadows Fire Protection District. (Commission District 2)
 14. Possible Closed Session for the purpose of discussing labor negotiations with Truckee Meadows Fire Protection District per NRS 288.220.
 - *15. Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item).
 - *16. Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole.
 17. Adjournment.

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

11:00 A.M.

AUGUST 26, 2014

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Marsha Berkbigler, Commissioner
Vaughn Hartung, Commissioner
Kitty Jung, Commissioner*

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 11:50 a.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

14-121F AGENDA ITEM 2

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole."

There was no response to the call for public comment.

***11:52 a.m.** Commissioner Jung arrived.

CONSENT AGENDA ITEMS 3A THROUGH 3B

14-122F AGENDA ITEM 3A

Agenda Subject: "Approval of minutes from Board of Fire Commissioners meetings of June 24 and July 22, 2014."

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 3A be approved.

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Agenda Item # 3

14-123F AGENDA ITEM 3B

Agenda Subject: “Discussion and possible approval of Memorandum of Understanding between Washoe County Health District, Truckee Meadows Fire Protection District, North Lake Tahoe Fire protection District; The State of Nevada, Department of Conservation and Natural Resources’ Divisions of Forestry, State Lands, State Parks & Wildlife; and the US Dept. of the Interior Bureau of Land Management, & Fish and Wildlife Service to implement the Washoe County Smoke Management Program. (All Commission Districts)”

There was no public comment on this item.

On motion by Commissioner Weber, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 3B be approved.

14-124F AGENDA ITEM 4A

Agenda Subject: “A) Fire Chief Report – report and discussion related to Fire District operations by Truckee Meadows Fire Chief Charles A. Moore, and B) Monthly Statistics.”

Fire Chief Charles Moore said the National Oceanic and Atmospheric Administration (NOAA) explained that northern Nevada was suffering from a drought because there was a large high-pressure ridge driving the atmospheric water vapor to the north of northern Nevada, rather than the water vapor coming up from the south. He stated it had not been determined whether or not the pattern was related to global warming, but it was a persistent high-pressure ridge that seemed to affect California the most. He said the good news for northern Nevada was the area had seen a lot more rain and the wildfire experience this summer was rather benign with the number of acres burned being substantially less than in previous years. He stated the fire restrictions would end on September 2nd, which was the earliest that happened in a number of years, and the fire indices were also better than they had been in a number of years. He stated the fire restrictions being lifted meant camp fires would be allowed. He said if the thunderstorm pattern continued the area would be in good shape for late fall when camp fires were used during hunting and back-country recreation.

Chief Moore noted there were significant calls for service during the month.

There was no action taken or public comment on this item.

14-125F AGENDA ITEM 5

Agenda Subject: “Recommendation to recognize, accept and sign the Community Wildfire Protection Plan (CWPP) developed by the Estates at Mt. Rose Home Owner’s Association. (All Commission Districts)”

Fire Chief Charles Moore said the Community Wildfire Protection Plan (CWPP) was the first step a community needed to take to make it a full fire-adaptive community. He stated because fire conditions, vegetation, structures, access, and water supplies were different

from community to community, a CWPP encouraged the local communities to take a look at their specific risks and prioritize them, because one size did not fit all in terms of wildfire protection.

Fire Marshal Amy Ray said the Estates at Mt. Rose Home Owner's Association (HOA) was the first community in the District to bring forward a CWPP, which was the community's effort to reduce or eliminate the negative impacts of a wildfire in their area. She said the CWPPs were important, because the people in the community got together and decided what was important for their area, such as vegetation management, or what they felt might be the area's greatest risk. She said once the CWPP was done, the District would provide them with educational and technical information to ensure what they were trying to do would meet the codes. She stated they would also help them in meeting with the U.S. Forest Service and the Nevada Division of Forestry to help them decide what mitigation efforts would work best in the areas they chose to concentrate on. She stated it was a bottom-up scenario with the community making the decisions, rather than the District dictating what they would do.

Thomas Daly, the Estates at Mt. Rose HOA representative, said the Association had been working on their fuel reduction efforts since 2007. He noted the Washoe Drive fire came within one mile of the community in 2012. He stated the adjacent communities were evacuated and the Estates at Mt. Rose would have been next. He thanked Chief Moore and Fire Marshal Ray for helping them put together the CWPP. He said the CWPP would be used to obtain a grant in 2015, which would be used to clear an additional 60 acres of fuel in the community's common areas. He stated the HOA budgeted every year to fund its fuel reduction efforts, so a reserve was built up that would be used to match any potential grant funding. He said the next step would be to achieve the Fire Adapted Community designation.

There was no response to the call for public comment.

Chairman Humke thanked Mr. Daly and the HOA for all of their hard work, because their work protected not only their community, but other communities.

On motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, it was ordered that Agenda Item 5 be recognized, accepted, and signed.

14-126F AGENDA ITEM 6

Agenda Subject: "Approve the purchase of one (1) new type I structure engine from Pierce Mfg. Inc., 2600 American Drive, Appleton, Wisconsin 54913 in the amount of \$491,295.00 using the Houston-Galveston Area Council (H-GAC) cooperating purchasing program. (All Commission Districts)"

Fire Chief Charles Moore said this structure engine would go into service at the Sun Valley Fire Station, and was the last structural engine needing to be replaced to modernize the entire structural engine fleet. He said it also standardized the engine fleet so they were all like

models, which was a huge benefit for the firefighters. He congratulated Division Chief Tim Leighton for his skill in negotiating a very good price for the District.

Commissioner Berkbigler said it was wonderful that the engine would be serving Sun Valley. She asked if this engine was included in the District's budget approved earlier this year. Chief Moore confirmed it was.

In response to the call for public comment, Garth Elliot stated he appreciated that Sun Valley would be getting new equipment to help protect its 6,500 houses.

On motion by Commissioner Berkbigler, seconded by Commissioner Weber, which motion duly carried, it was ordered that Agenda Item 6 be approved.

14-127F AGENDA ITEM 7

Agenda Subject: "Recommendation to approve an Interlocal Agreement between Washoe County, the Washoe County Health District, the Truckee Meadows Fire Protection District, the City of Reno and the City of Sparks, to create a Regional Emergency Medical Services Oversight function for the management, measurement and improvement of emergency medical oversight. (All Commission Districts)"

Fire Chief Charles Moore said the Interlocal Agreement had been approved by the other agencies and the District was the last agency that needed to approve it. He felt it was important for this agreement to be approved, because the decisions on service levels could not be made without having data. He stated traffic engineers used data to design highways and data should also be used to design fire and emergency medical services (EMS). He stated that data had been sorely lacking over the years, but, due to the hard work of the EMS Working Group and through long and difficult negotiations, the point was reached where we would see this data emerge. He said having the data would allow the Oversight Committee to make decisions regarding areas where there were gaps in the response or where was an over response. He advised the CAD-to-CAD link was also a necessary component, and when that link was put together with the Oversight Committee, he believed improvements would be seen.

Chief Moore said he was disappointed the Agreement did not provide the District with a representative on the Oversight Committee. He noted the District was the largest provider of advanced life support (ALS) services in the County, because there were 11 paramedic-staffed engines that often had two paramedics. He stated he would recommend approval of the Interlocal Agreement even without that representation, but he thought he should voice his concerns. He said going forward he would voice his concerns and provide input to the County Manager, who was on the Committee.

Chief Moore said one of the things needing to be fixed regarding the EMS system was about the District having to go on every emergency-medical call. He stated not every medical call required sending a fire truck, but the system did not exist that indicated what the priority of the call was. He said that meant the District had to send a fire truck, because there was no way of knowing how severe the emergency was. He stated the CAD-to-CAD link would fix

that and the data accumulation over time would help make the decisions of when to send a fire truck and when not to send one.

Chief Moore said one of the biggest challenges facing the District was that of receiving simultaneous calls. He said if someone with a fairly minor emergency was being treated, the engine would be committed to being at that location for a while. He stated another call coming in for that same engine's service area was a concern, which was beginning to happen more often. He said if many of the District's Priority 3 responses could be eliminated, that piece of apparatus could be left in place to respond to the more severe calls.

Chief Moore said another challenge was the need to put one of the District's paramedics in the back of a Regional Emergency Medical Services Authority (REMSA) ambulance to assist during transporting the patient to the hospital. He believed he would bring that issue back to the Board for an in depth discussion on how things were done. He stated when a District paramedic was put in the back of an ambulance for a critical call, that engine was out of service until the paramedic returned, due to needing three people on an engine to respond to a call per the labor agreement. He said that meant the engine would be taken out of service for 45 minutes to an hour for Cold Springs. He stated that situation occurred approximately 72 times from January 1st to August 24th, which was not a high percentage of the District's 5,200 medical calls, but he believed at some point there would be back-to-back calls where the District would not be in a position to respond as the closest unit. He stated he was more concerned about that happening in Sun Valley, Spanish Springs, Cold Springs, and Stead. He said there would be a delayed response to the District's constituents if simultaneous calls occurred. He felt the Oversight Committee needed to study the issue, but he needed to come back to the Board on whether the District should do that or not. He said the choice was a difficult one, because there might be a patient who required a third paramedic in the ambulance. He stated the issue was should the District err on the side of life and send a paramedic with the ambulance; therefore, taking the chance of there not being a simultaneous call, or should there be a conversation with REMSA and the Health District about not being able to do that because it was not the District's responsibility to transport patients. He felt having that conversation was the most prudent course to take. He said it would be a difficult decision to make, but this issue would emerge as a problem over time.

Chief Moore said he recommended approval of this Interlocal Agreement, because it would be a significant step forward in getting the EMS system to work better.

Commissioner Hartung asked about the status of the audit he requested to determine the cost to Washoe County's taxpayers when the District assisted REMSA on medical calls. He stated the taxpayers needed to understand there was a cost for the District responding when REMSA should be providing the service. He felt REMSA should at least be giving the District some type of remuneration for fuel, maintenance, and the other costs involved in responding. He believed those costs dwarfed the cost for the members of our team assisting REMSA by riding in the ambulance. He said recently there was an instance where REMSA could not get a fellow out of a boat because they did not have enough staff present. He said the reality was it was their job to provide medical service. He reiterated he had no problem with the District assisting REMSA, but we needed to know what the costs were, and REMSA needed to

participate in collecting that data. Chief Moore said that data would be difficult to obtain because the costs of labor, fuel, equipment, facilities, and training changed over time. Commissioner Hartung stated if all of those costs were taken and rolled into a per call cost, that would be the District's overhead costs every time an engine rolled out of the station, and would provide a good idea of what it would cost to respond to a call. Chief Moore said it would, but it would take funding and approval by the Board to get the Internal Auditor to determine those costs. He stated the best numbers he had were the numbers in the annual operating plans used to respond to the federal agencies. He believed that number was artificially low, because it showed the cost to move an engine to the scene and back was only about \$90 an hour. He stated with the Board's permission, he would engage the Internal Auditor to look at the costs.

Commissioner Hartung asked if there should be an agenda item for the next Board of Fire Commissioner's meeting, so the Board could look at this item specifically with respect to the costs of the Internal Auditor performing an audit. Paul Lipparelli, Legal Counsel, replied today's agenda item did not allow for the appointment of the County's Internal Auditor to perform an audit, so he would recommend requesting a future agenda item. Commissioner Hartung said he wanted it on the next agenda.

Commissioner Berkbigler said she was not sure all of that information could be gathered until the Interlocal Agreement did what it was intended to do, which was to make sure everyone was communicating, and she was very supportive of this Interlocal Agreement.

Commissioner Berkbigler commented the District did not have a representative on the Oversight Committee because, if the District had a representative, the Cities of Reno and Sparks would also want to have one. She felt the Board would have to trust the County Manager to represent the County's interests.

Commissioner Berkbigler said it was extremely important to remember that the Board of Fire Commissioners made the decision to put paramedics on all of the District's fire engines due to the outlying areas. She felt it should be left to the paramedics to determine whether or not a paramedic needed to be with a patient during transport. She stated if REMSA's paramedics were as well trained as the District's paramedics, it seemed the District should be able to make that decision instead of having it dictated by REMSA. She said perhaps that needed to be brought back for further discussion. Chief Moore agreed every call was different and the best decisions would be made by the paramedics in the field, but doing so could involve some downside risk, and the Oversight Committee could offer the paramedics some criteria to follow.

Chairman Humke stated it was determined many years ago none of the Fire Chiefs should be on the Committee, and there was a core of managers who were working through this. He stated there were three bullet points on page 1 of the staff report, with the first bullet saying "Fix Dispatch." He stated the Sheriff's Office had been the prime mover in fixing Dispatch. He said there was a closed session recently where the Sheriff discussed how he was working to fix Dispatch for all of the agencies. He felt if the Chief wanted to be on the Committee, then the Sheriff would want to be on it, which might lead to the Mayors wanting to be on it also.

Chairman Humke said regarding the second bullet point, it was unsatisfactory that the REMSA Franchise Agreement was opened and then was immediately renewed with no changes being made.

Chairman Humke stated regarding the last bullet point, he would alter it to say "Fix EMS." He believed the District should have a medical transport license. He said within the city limits of Reno and Sparks, people were getting great transport service and it was represented to unincorporated areas they were also getting great service, which was not factual. He said based on an interpretation of the Chief's remarks, EMS was of primary importance and fire service was of secondary importance. He stated as the Chief pointed out, an engine was out of service 72 times, and emergency medical did not care about that; meanwhile they were collecting fees. He said the District did not collect fees, because it worked for the taxpayers. He stated there were many things wrong with the picture.

Commissioner Hartung reiterated taking the engine out of service was a cost to the taxpayers. He said his sense was that REMSA was understaffed and, if they had more paramedics or ambulances, the District would not have the need to take its engines out of service. He asked why REMSA could not add staff to their ambulances, since they were a non-profit organization. He said additional funding was given to REMSA in 1994 to fund an ambulance in Wadsworth, which was supposed to be staffed full-time, but it was not. He stated REMSA was notorious for not living up to their agreements.

Chairman Humke stated forcing an engine out of service by utilizing a District paramedic on the transport vehicle was on par with a city annexing property, collecting a higher rate, but not providing the public-safety services in that newly annexed area; while allowing the existing fire agency to provide those services.

In response to the call for public comment, J. Parker said his message would be to consider a consolidated fire department to cover the whole area, which worked well in other areas. He said the fire department in Costa County, California provided all emergency-medical transportation rather than having separate agencies. He stated he also believed their approach would cost less.

Commissioner Hartung noted Costa County charged the patient for arriving on the scene.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried, it was ordered that Agenda Item 7 be approved. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

14-128F AGENDA ITEM 8

Agenda Subject: "Possible Closed Session pursuant to NRS 288.220 for the purpose of discussing with management representatives labor matters and negotiations."

There was no closed session.

14-129F AGENDA ITEM 9

Agenda Subject: "Commissioners'/Chief's Announcements, requests for information and identification of topics for future agendas. (No discussion among Commissioners or action will take place on this item.)"

Commissioner Hartung requested a public hearing, so the Regional Emergency Medical Services Authority (REMSA) could answer questions regarding the 1994 Agreement to provide a 24-hour ground ambulance staged in Wadsworth. He said the Agreement included a 5.3 percent increase tacked on to each bill REMSA collected since 1994, which was used to recover the cost they incurred to staff the 24/7 ground ambulance. He stated prior to holding the hearing, he requested the County's Internal Auditor perform an audit to determine how much REMSA collected each year to cover the cost of the dedicated ambulance in Wadsworth, which REMSA estimated in 1994 would take \$27 per call countywide to cover those costs. He said he was not sure what the agreed upon amount was; however, something was paid to REMSA. He stated the biggest complaint by the people in Wadsworth was about the ambulance service REMSA provided.

Chairman Humke stated he would add to Commissioner Hartung's request that the amount paid by the ratepayers be recouped from REMSA and given back to the ratepayers. Commissioner Hartung agreed.

Commissioner Berkgigler asked why her husband's bill to be transported from their house in the City of Reno to the hospital in the City of Reno cost \$528 if REMSA said they only got \$27 per patient.

Commissioner Berkgigler stated the Anjeanette Damon article in the *Reno Gazette Journal (RGJ)* did a fairly good job of representing the interests of the fire department, but she asked why the line was drawn where it was and why the people on one side of street paid the .54 percent fire tax and people on the other side of the street did not. She said if it was assumed Washoe County would continue to grow to the north, this issue needed to be addressed. She thought this was an agenda item that needed to be discussed.

14-0130F AGENDA ITEM 10

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The Commission will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Commission as a whole."

There was no response to the call for public comment.

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12:42 p.m. There being no further business to come before the Board, the meeting was adjourned without objection.

DAVID HUMKE, Chairman
Truckee Meadows Fire
Protection District and Sierra
Fire Protection District

ATTEST:

NANCY PARENT, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District and Sierra Fire
Protection District

*Minutes Prepared By:
Jan Frazzetta, Deputy County Clerk*

Pending Board Approval

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT**

TUESDAY

11:00 a.m.

SEPTEMBER 23, 2014

PRESENT:

David Humke, Chairman
Bonnie Weber, Vice Chairperson
Marsha Berkgigler, Commissioner
Vaughn Hartung, Commissioner
Kitty Jung, Commissioner

Nancy Parent, County Clerk
John Slaughter, County Manager
Paul Lipparelli, Legal Counsel
Charles Moore, Fire Chief

The Board convened at 12:09 p.m. in regular session in the Commission Chambers of the Washoe County Administration Complex, 1001 East Ninth Street, Reno, Nevada, and conducted the following business:

14-0133F AGENDA ITEM 2

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole."

There was no response to the call for public comment.

14-0134F AGENDA ITEM 3

Agenda Subject: "Fire Chief Report – A) Report and discussion related to fire district operations and B) Monthly Statistics."

Fire Chief Charles Moore talked about Kid's Camp and expressed gratitude to the Washoe County Parks and Recreation Department and to the Northlake Fire Protection District for their support. He said Scott Stephenson, Captain of the Truckee Meadows Fire Protection District (TMFPD), brought the idea forward and most of the work was done by staff volunteers on their own time. He introduced some of the Kid's Camp staff and asked Captain Stephenson to provide the Board with an update.

Captain Stephenson said 29 kids attended the camp, which was made possible by approximately 50 volunteers and 18 sponsors who helped fund it. He thought

it was a great success and said plans were going forward for 2015. Chairman Humke went to the graduation event and noticed many proud and grateful family members in attendance, which he thought was rewarding for camp volunteers. The Kid's Fire Camp video was shown to the Board later in the meeting.

In response to Commissioner Hartung's question about cost, Captain Stephenson reported the cost was \$99 per student and said five children were sponsored by donations. Chairman Humke and Commissioner Hartung remarked they would like to see a Commissioner scholarship for next year and hoped they could send at least five kids to camp. Captain Stephenson thanked the volunteer staff and Chief Moore said the camp had a positive effect on youth and he hoped it would generate future firefighters.

John Slaughter, County Manager, said he attended the graduation event and thought it was great. Chairman Humke commented Kid's Camp was on the list of positive things the Board was fortunate to be a part of and he thought it was very rewarding. Mr. Slaughter mentioned that Washoe County Television (WCTV) created a video about the event and it would be posted on the County website. Chief Moore said he would make sure it was on the Truckee Meadows Fire Protection District (TMFPD) website as well.

Chief Moore reported the Insurance Service Office (ISO) completed its audit of the Gerlach Volunteer Fire Department and the rating was improved by almost two points. He was pleased with his staff's hard work and said they would continue to work on making improvements.

Chief Moore announced the second battalion would be coming online on October 11th, which would be a significant improvement to District operations. He explained they had been operating with only one Battalion Chief in the Arrowcreek Fire Station and since most fires seemed to happen in the north it became problematic for the Battalion Chief to respond from his location in the south. He said the current Battalion Chief was recently relocated north to the Sun Valley Fire Station with a crew of four firefighters. With the addition of a second Battalion Chief in the Arrowcreek station there would be four firefighters in the south as well, which would benefit Hidden Valley and Verdi because they would have access to reserve firefighters. He stated the addition of a second Battalion Chief would improve response time, safety and the amount of time dedicated to operations management.

Chief Moore announced the placement of 54 new 800 Mhz radios, which were purchased to meet new Federal Communications Commission (FCC) standards. He said he was asked by Commissioner Berkgigler to follow up on an issue reported in the *Reno Gazette Journal* (RGJ) regarding Township 22 boundary lines. He reviewed two maps, which were placed on file with the Clerk. The first map showed the Palomino Valley area. He explained everything north of the boundary line was in the unincorporated County and everything south of the line was in the TMFPD. He said the concern was that people north of the boundary line were receiving roughly the same amount of service from the Palomino Valley Fire Station as those in the south but were

not paying taxes for it. The next map Chief Moore talked about showed the Red Rock area where he said there was a similar situation. Although concerns were primarily focused on the issue in Palomino Valley, the Chief thought the Board might want to consider making boundary adjustments in both areas. He suggested having a community meeting at the Palomino Valley Fire Station to explain the situation to citizens and commented he thought a boundary line adjustment was a reasonable solution, which would provide for fairness in taxation. Chief Moore asked the Board for direction on the matter.

Chief Moore said Commissioner Hartung asked him to look at making improvements to the Wadsworth Fire Station and reported he discussed the issue with Don Pelt, Emergency Manager of the Pyramid Lake Paiute Tribe Volunteer Fire Department. He said the Pyramid Lake Paiute Tribe had seven volunteers in Wadsworth and another four people expressed interest in becoming volunteers at a recent meeting. Mr. Pelt proposed an idea to improve the fire response in Wadsworth, which would involve an Interlocal agreement. He explained the idea was for TMFPD to lease the Wadsworth fire station to the Pyramid Lake Paiute Tribe for \$1.00 per year and to provide them with some equipment and training in exchange for making the initial response to a fire in the area. He thought it made a lot of sense because Pyramid Lake was close and could begin fire suppression operations before any other fire departments arrived. He thought by tightening up and expanding the mutual-aid relationship the problem could be solved without trying to create a whole new volunteer fire department. Chief Moore asked for Board direction regarding the proposal.

Commissioner Hartung thought the proposal was a good idea, but had concerns about an Interlocal Agreement which included equipment; therefore, he would like to see requirements added to ensure equipment would be maintained properly. He said he had concerns about the existing agreement with Storey County and wanted to know how the additional fire station, which Apple was supposed to provide, would play into everything. He thought Chief Moore was heading down the right path; however, he thought there were some housekeeping items to deal with.

Commissioner Jung asked about the volunteer report because it was not included in her packet. Chief Moore said computer issues impacted the ability to produce the report and he would come back with it the following month. Commissioner Hartung asked for clarification regarding the number of calls reported. He asked if they were counted by incident or by number of responders. Chief Moore explained that each 911 call was counted as one incident. He said it was not their practice to count by the number of vehicles, no matter how aggressive the response. Commissioner Hartung thought it would be a good idea to assign unique identifiers to each incident and Chief Moore agreed.

Chairman Humke asked for a report regarding which stations were browned out. Chief Moore said there had only been two instances of station closure since July 1, 2012 and, on both occasions, for only a matter of a few hours. Chairman Humke thought that was a great record.

There was no action taken or public comment on this item.

14-0135F AGENDA ITEM 4

Agenda Subject: "Approval of an Amendment (Amendment No.2) to the existing Interlocal Agreement between Truckee Meadows Fire Protection District (TMFPD) and Sierra Fire Protection District (SFPD) for fire service and consolidation. (All Commission Districts)"

Fire Chief Charles Moore said this agenda item was meant to clarify how money went back and forth between the Sierra Fire Protection District (SFPD) and the Truckee Meadows Fire Protection District (TMFPD). He thought it was the Board's intention to combine both budgets; however, Nevada Revised Statutes (NRS) required an agreement to be in place before money could be transferred from one district to another. He said both the internal and external auditors found a need for clarity in the agreement. Chief Moore did not think there was any downside to the amendment and stated it was purely for the purpose of adding precision to the contract so auditors and budgetary regulations were satisfied. He explained the amendment would authorize TMFPD to pay for staffing Station #30 (Bowers) in Washoe Valley, which was an SFPD fire station. He said the system worked when the budgets were combined together.

Commissioner Jung asked if the new language satisfied the concerns of the internal auditor. Allison Gordon, Washoe County Internal Auditor, stated she did not have the opportunity to read it and could not comment. Chief Moore said he thought Ms. Gordon had seen the changes and apologized to the Board. Commissioner Jung said she was not willing to vote on the item without clarity from the internal auditor and asked to see a dashboard so she could confirm the corrections were made and the internal auditor approved them.

Commissioner Berkgigler agreed with Commissioner Jung and stated she would feel more comfortable if the internal auditor reviewed the amendment to see if it addressed the concerns. She suggested pulling the item from the agenda so the auditor would have time to review it.

Chairman Humke asked if the outside auditor had given a statement indicating that the agreement was a prudent budgetary move. He wondered about the role of the internal auditor and thought it was the Board's job to direct the auditor to look at different departments. Vicki Van Buren, TMFPD Senior Accountant, reported the auditors at Kafouri, Armstrong & Co. reviewed the proposed change, which was clarification of an issue brought forward by Allison Gordon.

John Slaughter, County Manager, addressed Chairman Humke's question about the role of the internal auditor. He said the work plan for the auditor was reviewed by the Internal Audit Committee, which received direction from the Board. He stated this item was a continuation and partial closure of an internal audit of the TMFPD, which was conducted by Allison Gordon.

Commissioner Hartung thought it was incumbent upon the Board to ask Ms. Gordon how long it would take her to review the agreement and Ms. Gordon stated she could get back to the Board at the next Fire Board meeting.

There was no public comment on this item.

On motion by Commissioner Berkgigler, seconded by Commissioner Jung, which motion duly carried with Commissioner Hartung voting "no", it was ordered that agenda Item 4 be brought back to the Board on the next agenda.

14-0136F AGENDA ITEM 5

Agenda Subject: "Discussion and possible action to approve an analysis of Truckee Meadows Fire Protection District (TMFPD) and Sierra Fire Protection District (SFPD) by the Washoe County Internal Audit Division and LSM-Government Financial Management to determine the District cost per medical call. (All Commission Districts)"

Fire Chief Charles Moore said this item was requested by Commissioner Hartung to determine how much money the Truckee Meadows Fire Protection District (TMFPD) spent for medical calls. He said Regional Emergency Medical Services Authority (REMSA) was given authority by the District Board of Health to charge a surcharge for every transport so Wadsworth could be protected by a full-time ambulance. He looked at the financials and found the amount collected by REMSA was significant; therefore, he proposed having LSM-Government Financial Management conduct a study. He said the study would have a two-fold goal, to determine TMFPD's medical-response costs and to determine how much was being generated by REMSA's surcharge.

Commissioner Hartung thought it was important to obtain the information and review the agreement with REMSA because people were being forced to use their services. He said in Wadsworth and south Washoe Valley there were other agencies capable of responding much faster than REMSA and he thought it was the County's responsibility to ensure people were being served quickly. He thought in some situations REMSA should relinquish authority and let Storey County or Lyon County provide transport if they were closer. He said it might be difficult to obtain true numbers from REMSA, but he thought they were substantive and he appreciated the Board's consideration.

Chairman Humke said the information could be valuable for citizens and political subdivisions. He thought people wondered about the average cost of a medical call versus a structure or wildland fire call and asked if other fire departments would be interested in such an audit, since the information might be helpful to them as well. Chief Moore replied that he had not asked the other fire departments but, since operational costs of the other departments were different, the analyst would have to look at each of them individually, which could affect the dollar amount proposed on the staff report.

Chairman Humke asked if LSM-Governmental Financial Management was out-of-state. Chief Moore said the company was local and was familiar with fire department operations. Chairman Humke asked the Chief if the audit would include a look at the cost of sending paramedic firefighters to assist REMSA in providing medical aid and Chief Moore confirmed it would.

Commissioner Jung wanted to know if the audit would take into account workers' compensation costs. Chief Moore answered that he was unaware of any workers' compensation costs incurred by TMFPD, but he knew the City of Reno had. Commissioner Jung wondered if the City of Reno would care to share their data and asked Chief Moore to inform the auditor that was of interest to the Board.

Chief Moore said there were some policy decisions to make regarding providing assistance to REMSA on medical calls. He related a case in which there was a REMSA supervisor on scene who could have assisted in transportation; however, a firefighter assisted instead. He said in a case like that he would need to give staff policy direction as far as when to go and when not to go. He talked about a stabbing which occurred in an area where multiple ambulances responded and injuries were critical and said the decision to help was clear because life was on the line. He said there was a need for a conversation with REMSA and the District Board of Health Oversight Board because; if REMSA was going to be the transport agency they should not rely on the fire department in 99 out of 100 transports. He thought the study would provide some hard and fast numbers to quantify costs so they could take the next step and make a policy decision.

Commissioner Hartung thought it was important for REMSA to understand the situation was about equity for taxpayers because there was a cost for TMFPD to provide assistance when REMSA should be doing the job. He commented about the REMSA supervisor who did not assist, which forced a fire engine out of service, and said that was a scenario that should be highlighted and brought to the forefront. He said he was not making pejorative statements, but there was a need for a conversation about equity. Chief Moore said it was fortunate they had the opportunity to engage REMSA through the District Board of Health Oversight Board so they could bring these types of problems out in to the open and find some common ground. He thought the Board should consider possible reimbursement costs from REMSA for the additional help. Chairman Humke asked about the timeframe for the audit. Chief Moore said he did not know but plans were to get started quickly. Chairman Humke thought it might take a couple of months and said \$8,000 for the audit was a reasonable fee.

1:09 p.m. Commissioner Jung left the meeting.

Chairman Humke commented about a meeting he had with Reno Fire Chief, Mike Hernandez, at which the Chief discussed his interpretation of the Affordable Care Act (ACA). Chief Hernandez thought it provided for fire agencies to have the ability to charge for certain medical emergency and transport services. Chairman Humke wondered if the audit would lead to the same conclusion. Commissioner Hartung said

there were numerous agencies in California which charged insurance companies for services and that it was a recognized way to deal with those issues. He thought there was an ability to recover costs through the ACA and the Board should look into that.

There was no public comment on this item.

On motion by Commissioner Hartung, seconded by Chairman Humke, which motion duly carried with Commissioner Jung absent, it was ordered that Agenda Item 5 be approved.

14-0137F AGENDA ITEM 6

Agenda Subject: "Approval of an amended Interlocal Agreement for continued participation in the Washoe County Regional Communication System for radio communications between the County of Washoe, the Washoe County School District, the Nevada Department of Transportation, the City of Reno, the City of Sparks and the Truckee Meadows Fire Protection District and the Sierra Fire Protection District effective October 2014 through October 2029."

Fire Chief Charles Moore said the Interlocal Agreement would allow for the Truckee Meadows Fire Protection District (TMFPD) to continue its participation in the 800 Mhz radio system and share in the cost and maintenance of system infrastructure.

Commissioner Berkbighler wanted to know if this would allow for direct communication with the Regional Emergency Medical Services Authority (REMSA). Chief Moore stated it would not because they were not connected to the system. He said it was a big issue discussed during negotiations of the new franchise agreement and eventually they would have to participate because of certain FCC regulations.

1:13 p.m. Commissioner Jung returned to the meeting.

Chairman Humke pointed out Exhibit C of the Interlocal Agreement listed REMSA as a sponsored agency and he wanted to know if they were invited to participate in the agreement. Chief Moore did not have an answer to the question but believed REMSA might have relationships outside of the Interlocal Agreement, which might give them the ability to communicate on 800 Mhz. Chairman Humke asked if there would be any detriment to holding off on approval of the amendment until all the parties could be brought in. Chief Moore thought there could be and said his recommendation would be not to withhold TMFPD's participation in the agreement and suggested that a discussion could be had with the manager of the system to see if there was a way to bring REMSA into it. Chairman Humke said the issue should be brought up to the Board that was policing the Franchise Agreement with REMSA. He asked Chief Moore if all the firemen had the use of the alternate radio system so they could communicate with REMSA and Chief Moore confirmed they did. Chairman Humke thought additional costs were incurred because REMSA did not have industry standard equipment. He said he understood the Chief's position and suggested moving forward with Board approval.

Commissioner Berkbigler moved to approve Item 6; Commissioner Jung seconded the motion.

Commissioner Hartung asked Chief Moore what peril there would be in having a conversation with the District Board of Health prior to ratification of the agreement. Chief Moore said it was hard to answer that question but he did not want TMFPD to be out of contract. Commissioner Hartung stated his concern was REMSA would continue not to participate.

Chief Moore recalled that the Joint Operating Committee for the 800 Mhz system discussed looking at a technological solution to bridging Ultra High Frequency (UHF) and 800 Mhz communications between REMSA and other agencies. He said he would try to report back to the Board with more information. He recommended the Board ratify the agreement adding direction for him to work towards bringing REMSA into the communication system.

Commissioner Hartung asked Commissioner Berkbigler if she would amend the motion and she agreed to do so. She added an amendment to the motion which included direction to staff to work towards resolving the communication issue with REMSA; the seconder agreed.

There was no public comment on this item.

On motion by Commissioner Berkbigler, seconded by Commissioner Jung, which motion duly carried, it was ordered that Agenda Item 6 be approved and directed. The Interlocal Agreement for same is attached hereto and made a part of the minutes thereof.

1:25 p.m. Commissioner Weber left the meeting.

14-0138F AGENDA ITEM 7

Agenda Subject: "Possible Closed Session for the purpose of discussing labor negotiations with Truckee Meadows Fire Protection District per NRS 288.220."

1:27 p.m. On motion by Commissioner Hartung seconded by Commissioner Berkbigler, which motion duly carried with Commissioner Weber absent, it was ordered that the meeting recess to a closed session after the meeting was adjourned for the purpose of discussing with management representatives labor matters and negotiations.

There was no public comment on this item.

1:28 p.m. Commissioner Weber returned.

14-0139F AGENDA ITEM 8

Agenda Subject: "Commissioners'/Fire Chief's announcements, requests for information, topics for future agendas, and statements relating to items not on the Agenda. (No discussion among Commissioners will take place on this item.)"

Fire Chief Charles Moore said he would come to the Board twice in October to tie up remaining business and would bring the external audit to the Board in November. He did not think there would be anything to bring to the Board in December.

Commissioner Hartung stated he would like to see an audit of the Wadsworth fire hydrants.

Commissioner Jung thought there was a Board request for an audit of every fire hydrant and asked if that could be done.

Commissioner Hartung said the Truckee Meadows Water Authority (TMWA) oversaw many of the fire hydrants for the City of Reno and Sparks; however, he wanted the Truckee Meadows Fire Protection District (TMFPD) to maintain an audit of the hydrants as well.

Commissioner Weber asked for the issues regarding both the Palomino Valley and the Red Rock areas to be brought back before the Board at a later date.

Commissioner Berkbigler said she thought it was appropriate to adjust boundary lines and she thought the issue needed to be brought back to the Board as well.

14-0140F AGENDA ITEM 9

Agenda Subject: "Public Comment. Comment heard under this item will be limited to three minutes per person and may pertain to matters both on and off the Board of Fire Commissioners agenda. The District will also hear public comment during individual action items, with comment limited to three minutes per person. Comments are to be made to the Board of Fire Commissioners as a whole."

There was no response to the call for public comment.

* * * * *

1:38 p.m. There being no further business to come before the Board, on motion by Commissioner Hartung, seconded by Commissioner Berkbigler, which motion duly carried, the meeting was adjourned.

DAVID HUMKE, Chairman
Truckee Meadows Fire
Protection District and Sierra
Fire Protection District

ATTEST:

NANCY PARENT, Washoe County Clerk
and Ex-Officio Clerk, Truckee Meadows
Fire Protection District and Sierra Fire
Protection District

Minutes Prepared By:
Cathy Smith, Deputy County Clerk

PENDING BOARD APPROVAL



MEMORANDUM

October 13, 2014

To: Board of Fire Commissioners
Truckee Meadows Fire Protection District

Fm: Charles A. Moore, Fire Chief

Re: Fire Chief's Report – September 2014 Statistics

Attached is a monthly incident summary and list of significant incidents which occurred in the month of September 2014.

Monthly Report:

- A. Washoe County Community Services Department-Parks has been awarded a grant from the Nevada Division of Forestry in the amount of \$76,000 to perform fuels reduction work on Arrowcreek HOA property and Washoe County Open space parcels that surround the HOA. This project is intended to create fuel breaks in high priority areas in and around Arrowcreek. Congratulations to Ms. Cheryl Surface, Park Planner for her excellent work in preparing the grant.
- B. The District expects to take delivery of a new structural engine in the next month, and 3 new Type III wildland/brush engines in January 2015. Two water tenders are currently out of service for weld cracks in the tank and repairs are underway.
- C. The District has on-boarded 9 new reserve firefighters into our program in September. Our reserve firefighters are certified as Firefighter One and participate in operations alongside our career staff. Our number of reservists is now at 29. In addition, the District processed 10 applications for volunteer firefighters and 5 volunteers for fire logistics.
- D. American Red Cross reports that 20 homes have signed up for smoke detectors. On average, 3 smoke detectors will be installed in each home. Additionally, there more requests coming in for Cold Springs.
- E. TMFPD maintains 3 paramedics who are "Designated Infection Control Officers". They are actively engaged in reviewing policies and inventories as respects the Ebola issue. Truckee Meadows Fire Protection District works closely with our fellow first responding agencies, hospitals and the Washoe County Health Department, to ensure our employee's safety and to

provide the highest level of emergency medical care to the citizens of Washoe County. TMFPD staff is closely watching for new developments in the Ebola outbreak.

- F. On an average year, influenza reportedly kills some 30,000 individuals in the US. The Board approved a point of dispensing (POD) agreement between TMFPD and Washoe County Health District a few months ago. On October 9, TMFPD assisted WCHD with an exercise of the point of dispensing (POD) plan. During this exercise, Washoe County employees, their family members (age 3+) and members of our community had the opportunity to learn how the Washoe County Health District would collaborate with TMFPD paramedics when community needs (during a pandemic) exceed Health District resources.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT MONTHLY REPORT

September 2014

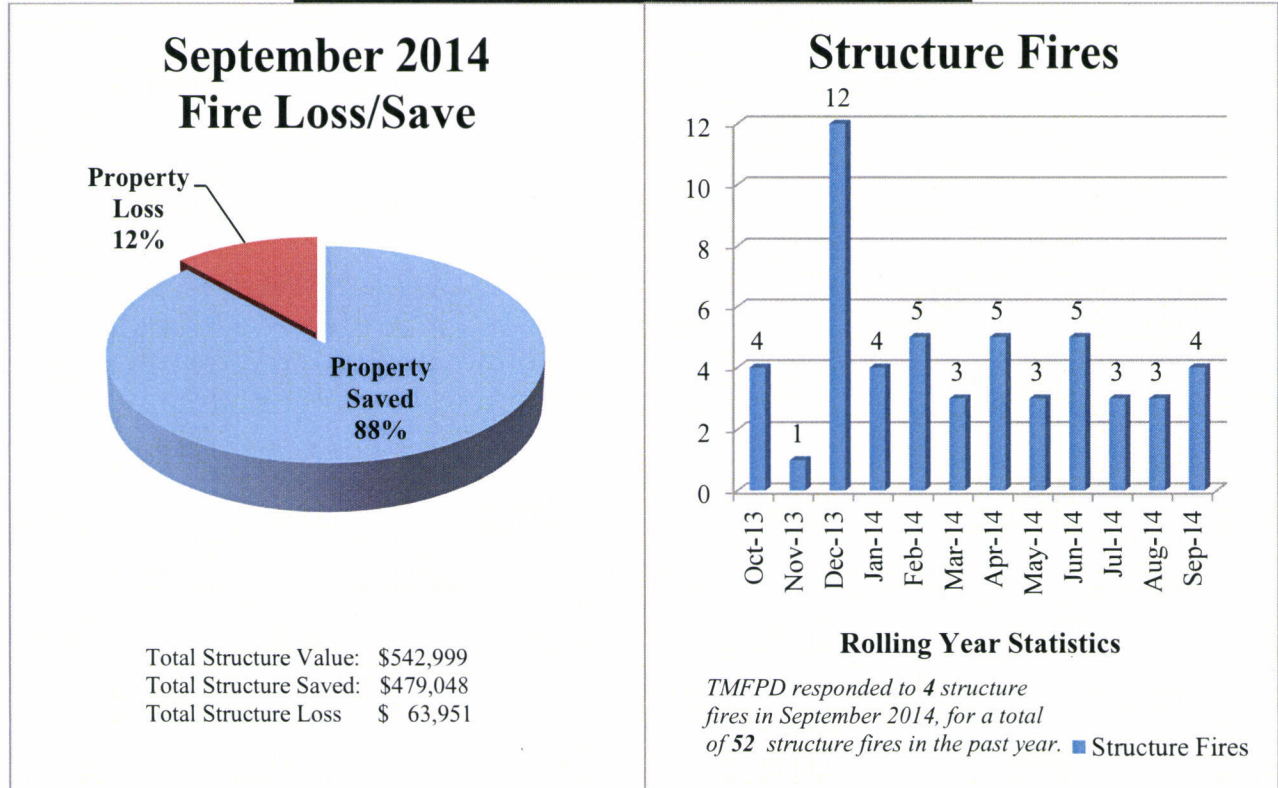
The following report contains non-audited figures based on data extracted from the District's incident reporting system and Washoe County E-Comm Dispatch.

| Monthly Call Volume by Station & Type | | | | | | | | | | | | | |
|---------------------------------------|------------------|-------------------|----------------|----------------------|---------------------|------------------|----------------------|--------------------|----------------|-------------------|-------------------|-----------|------------|
| INCIDENT TYPE | STATION/DISTRICT | | | | | | | | | | | | |
| | 13- Stead | 14- Damonte Ranch | 15- Sun Valley | 16- E. Washoe Valley | 17- Spanish Springs | 18- Cold Springs | 30- W. Washoe Valley | 35- Verdi/Caughlin | 36- Arrowcreek | 37- Hidden Valley | 39- Galena Forest | Other | TOTAL |
| Structure Fire | 1 | | 1 | | 2 | | | | | | | | 4 |
| Wildland Fire | | 1 | | | 1 | | | | 1 | | 3 | | 6 |
| Vehicle/Trash/Other Fire | | 1 | 4 | 2 | 2 | | | 2 | | | 1 | | 12 |
| Emergency Medical Services | 57 | 29 | 136 | 21 | 80 | 36 | 2 | 17 | 20 | 12 | 5 | 7 | 422 |
| Motor Vehicle Accident | 7 | 8 | 11 | 3 | 11 | 2 | | 1 | 4 | | 2 | 1 | 50 |
| Rescue | 1 | | | | 1 | 2 | | | | | | | 4 |
| Haz-Mat/Hazardous Condition | | 1 | 5 | 3 | 1 | 1 | | | | | 2 | | 13 |
| Public Assist | 4 | 1 | 4 | 3 | 3 | 3 | 1 | 2 | 3 | 1 | 2 | 5 | 32 |
| Good Intent Call | 12 | 7 | 26 | 3 | 24 | 3 | 2 | 6 | 2 | 29 | 5 | 23 | 142 |
| Activated Fire Alarm | 2 | 3 | 5 | 2 | 4 | 2 | | 6 | 4 | 1 | | | 29 |
| Severe Weather Related | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| SEPTEMBER 2014 TOTAL | 84 | 51 | 192 | 37 | 129 | 49 | 5 | 32 | 35 | 44 | 16 | 40 | 714 |
| SEPTEMBER 2013 TOTAL | 69 | 67 | 159 | 22 | 139 | 42 | 3 | 42 | 33 | 36 | 8 | 5 | 625 |

In the month of September, the TMFPD responded to 714 incidents, for a cumulative total of 7,755 incidents in the past twelve months.

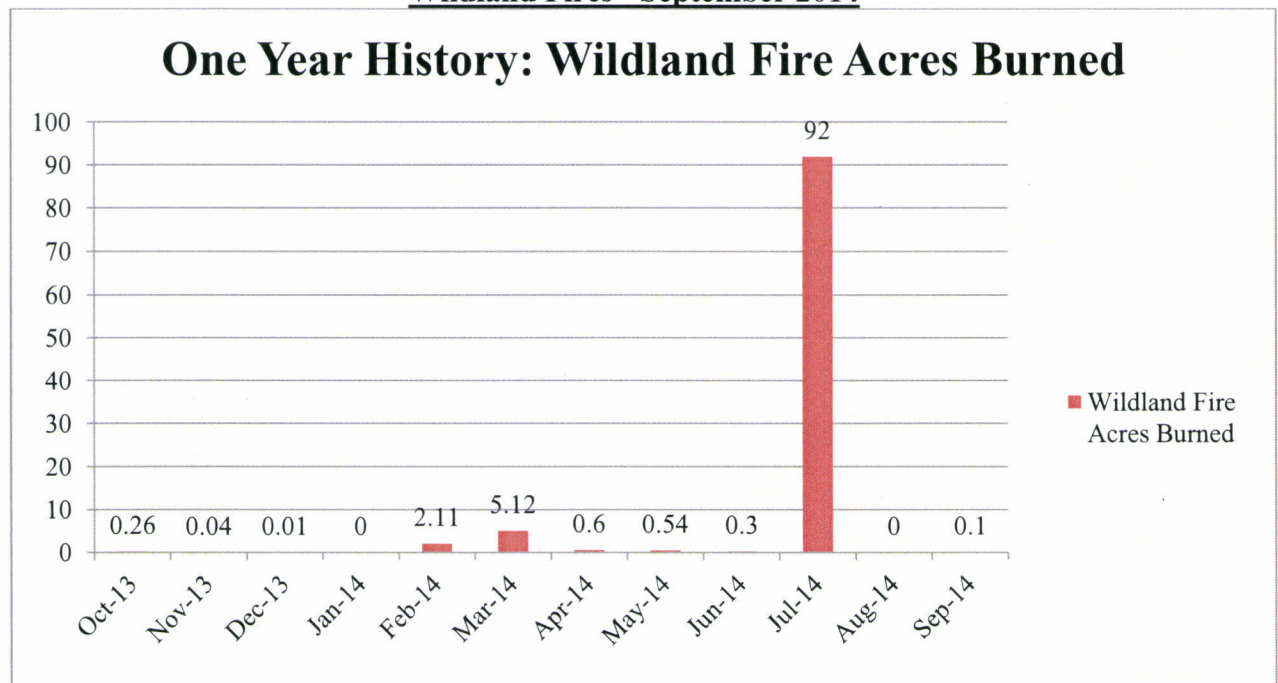
Agenda Item #4B

Fire Loss to Value Comparison – September 2014



*Includes incidents only in Truckee Meadows Fire Protection District. Mutual Aid and Automatic Aid calls are excluded from this graph.

Wildland Fires - September 2014



In the month of September 2014, .1 acres were burned. As of September 30, 2014, 101.08 acres burned in the past twelve months.

Mutual Aid Given and Received - September 2014

| Mutual Aid Given & Received by Department | | |
|--|------------------|---------------------|
| DEPARTMENT | AID GIVEN | AID RECEIVED |
| Carson City FD | 0 | 0 |
| Reno FD | 1 | 0 |
| Sparks FD | 7 | 1 |
| North Lake Tahoe FPD | 0 | 0 |
| Bureau of Land Management | 0 | 0 |
| Nevada Division of Forestry | 0 | 1 |
| North Lyon County FPD | 0 | 0 |
| Storey County FPD | 1 | 3 |
| Sierra County, CA | 0 | 0 |
| Truckee Fire, CA | 0 | 0 |
| Pyramid Lake Fire | 2 | 2 |
| US Forest Service | 2 | 0 |
| Reno/Sparks Indian Colony | 4 | 0 |
| Eastfork FD | 0 | 0 |
| SEPTEMBER 2014 TOTAL | 17 | 7 |

The TMFPD received aid 7 times from neighboring agencies and provided aid 17 times based on NFIRS reporting standards. Additional responses to/from the TMFPD may have occurred but did not meet the NFIRS definitions for automatic or mutual aid. Only incidents where representatives from two or more entities are on scene together qualify as aid given or received by an agency. When one entity handles an incident for another jurisdiction without assistance, the incident is not classified as auto/mutual aid according to NFIRS, and neither are responses where one entity cancels its response prior to arriving at the incident.

SIGNIFICANT INCIDENTS

Significant incidents for the month are reported below. The number of incidents reported in the Call Volume Table may not exactly match the narrative provided below; i.e. a structure fire that is limited to a small out building is reported in the Call Volume, however it does not warrant inclusion below.

| Station by Commission District | | |
|---------------------------------------|-----------------|---------------------|
| Station | District | Commissioner |
| Station 13 – Stead | 5 | Weber |
| Station 14 – Damonte Ranch | 2 | Humke |
| Station 15 – Sun Valley | 3/5 | Jung / Weber |
| Station 16 – East Washoe Valley | 2 | Humke |
| Station 17 – Spanish Springs | 4 | Hartung |
| Station 18 – Cold Springs | 5 | Weber |
| Station 30 – West Washoe Valley | 2 | Humke |
| Station 35 – Mogul | 5 | Weber |
| Station 36 – Arrowcreek | 2 | Humke |
| Station 37 – Hidden Valley | 2 | Humke |
| Station 39 – Galena Forest | 2 | Humke |

Stations are predominantly within the Commissioner's District as listed above.

Incidents:

Structure Fire – Station 17 (Spanish Springs); Yellow Tail, Palomino Valley Commissioner District 4

Mutual Aid was received from Pyramid Lake Fire

On September 2, 2014 at 18:30 hours, crews were dispatched to a structure fire in Palomino Valley. Crews arrived to find a 900 square foot detached garage/workshop totally involved. Crews were able to contain the fire so that damage to the main home was minimal, however due to the heavy fuel load the involved structure and adjacent items resulted in significant overhaul needs. Fire spread into the wildland, but crews were able to knock down the fire using a hose pack and hand tools, with minimal impact to private lands. After the threat and fire spread were mitigated, crews worked diligently to overhaul the scene.

4 TM Engines, 4 TM Water Tenders, and 1 Battalion Chief responded to this incident.

**Extrication Accident – Station 36 (Arrowcreek); Mt. Rose Highway
Commissioner District 2**

On September 9, 2014 at 15:26 hours, crews responded to an extrication accident on Mt. Rose Highway. TM Engine 36 was the first to arrive on scene, encountering one vehicle on its side with one trapped occupant, and one vehicle with significant damage. Crews from TM Engine 36 extricated the trapped patient from the vehicle, who was then transported to REMSA upon their arrival. The second occupant was treated by TM Engine 39 and patient care was transferred to REMSA upon their arrival. The scene was assessed to ensure no fluids were leaking from either vehicle, and crews assisted NHP with cleaning up debris on the highway. The vehicles were secured and the scene was turned over to NHP.

2 TM Engines and 1 TM Battalion Chief responded to this incident.

**Landfill Fire – Station 37 (Hidden Valley); Wadsworth, Nevada
Mutual Aid was provided to Pyramid Lake Fire**

On September 14, 2014 at 18:23 hours, Pyramid Lake Fire requested assistance to battle a fire at the transfer station in Wadsworth. Crews arrived to find a fully involved 40 foot semi-trailer filled with garbage. Crews also encountered a 100ft by 100ft by 6ft deep pile of yard waste/clippings and tree debris fire, as well as a small brush fire. North Lyon Fire arrived and assisted attack on the in the debris pile along with the brush fire. TM Engine 36 was assigned to extinguish the trailer fire. TM Battalion Chief in command requested that the transfer station use its excavator to knock the trailer on its side to expedite the extinguishment. TM Engine 36 and Pyramid Lake Engine 243 extinguished the trailer fire while North Lyon Fire Tender 61 provided a water supply. TM Tender 36 was assigned to knock down the brush fire and the debris pile fire, while the excavator was then used to turn over the pile. Crews from Pyramid Lake Fire, North Lyon Fire, and TMFPD suppressed the fire for 6 hours before the fire was knocked down.

1 TM Water Tender, 1 TM Engine, and 1 TM Battalion Chief responded to this incident.

**Structure Fire – Station 13 (Stead); Tamra Dr
Commissioner District 5**

On September 27, 2014 at 19:43 hours, TM crews responded to a reported structure fire at a 2-story single family home. Crews encountered smoke from approximately six feet in height up to the ceiling. Crews were able to hold the fire from internal spread with a fire extinguisher, and utilized a thermal imaging camera to determine extension. Additional crews were investigating attic conditions and checking for extension in the flue chase, where they encountered quick fire acceleration and engaged in live line operations from that position. Crews knocked down the fire in the fireplace chase above the fire box, and conducted overhaul operations.

4 TM Engines, 2 TM Water Tenders, 1 Peavine Volunteer Water Tender, 1 Peavine Volunteer Rescue, 1 Silver Lake Fire Water Tender, and 1 TM Battalion Chief responded to this incident.

Training

- Monthly HazMat Training
- Fire Equipment Operator Refresher
- Wet Team Swim Test
- Pump Testing
- SCBA Consumption Drill
- Multi Engine Company Hazmat Drill
- Policy Review – Respiratory Protection Plan
- EMS Training
- Vehicle Extrication Training
- HazMat Class 5 Gas Detector Training
- Tuscarora Pipeline Leak Drill
- Training provided Volunteers for Target Solutions Software

Accomplishments

- District Ladder Testing
- Provided Standby Support for Reno Bomb Squad Detonations
- District Preplan Update
- Caughlin Club Kidz Zone Fire Safety Presentation and Engine Show and Tell
- Crews Honored at Hidden Valley Elementary 9/11 Ceremony
- Hosted Station Tour (Station 36: Arrowcreek) for Hunsburger Elementary First Graders
- Engine Displayed at Hunsburger Elementary School's Harvest Festival
- Big Dig Fundraiser: Apparatus Tour Event for Children
- Hosted Station Tour (Station 17: Spanish Springs) and First Aid/Emergency Medical Response for Boy Scouts
- MDA Fill the Boot Fundraising Event
- Hosted Station Tour (Station 17: Spanish Springs) for Five 3rd Grade Classes from Taylor Elementary (Learning about community helpers as part of their Social Studies curriculum.)



VOLUNTEER CENSUS REPORT - SEPTEMBER 2014

| Station Name | Total Members | Logistics | FF1 | Wildland | EMT-B | 1st Responder |
|---------------------------------|---------------|-----------|-----------|-----------|-----------|---------------|
| Cold Springs VFD 220 & 321 | 13 | 4 | 6 | 5 | 2 | 1 |
| Galena VFD 381 | 11 | 5 | 2 | 4 | 2 | 1 |
| Gerlach VFD 242 | 10 | 1 | 6 | 6 | 3 | 0 |
| Lemmon Valley VFD 223 | 13 | 4 | 6 | 9 | 2 | 0 |
| Palomino Valley Aux 229 | 15 | 6 | 2 | 7 | 0 | 0 |
| Peavine VFD 331 | 11 | 2 | 5 | 8 | 4 | 0 |
| Red Rock VFD 240 | 13 | 1 | 9 | 11 | 5 | 4 |
| Silver Lake VFD 221 | 20 | 11 | 8 | 9 | 2 | 4 |
| South Valley VFD 227, 237 & 301 | 27 | 7 | 14 | 13 | 8 | 4 |
| Verdi VFD 351 | 16 | 1 | 8 | 14 | 12 | 0 |
| TOTAL | 149 | 42 | 66 | 86 | 40 | 14 |



DATE: September 18, 2014

TO: Board of Fire Commissioners,
Truckee Meadows Fire Protection District

THROUGH: Charles Moore, Fire Chief, Truckee Meadows Fire Protection District

FROM: Shawn L. Brewer, President

SUBJECT: Review and acceptance of volunteer report for **August 2014** (Including monthly operations report of the Volunteer Fire Departments including response data, training activities/apparatus updates, administrative, communications, and dispatch.)

Training

Training was conducted on a variety of subjects by individual Volunteer departments, online individual volunteers, and Career Fire Departments for the topics of:

- Various EMS; including patient assessment, BVM & O2 delivery methods, C-Spine immobilization techniques.
- Auto extrication, fire attack entry, PPE care, inspection and maintenance, area familiarization, ladders, VHF radio & CareFlight communications procedures, Fire extinguishers, brush truck driver training, Fire RMS at District HQ. engine operation, engine driving and passenger safety, CDL pre-trip inspection, policies, rules and regulations, fire ground training, driver operator training, wildland training, Packing hose packs.
- Target Solutions, TMFPD updates.
- ATS Online Firefighter 1 program.

Radio Communications & Dispatch

There are still various intermittent issues between voice and alpha numeric paging systems. Most departments are reporting garbled and unreadable alpha numeric pages. Often times, there are pages received on one paging system but not on the other.

Cold Springs

Emergency responses: **7**
Response type: 1 activated fire alarm, 2 medicals, 2 MVA, 2 district coverage/station manning.
Personnel training hours: **24 hours**
Primary training topics: Auto extrication, fire attack entry.
Other information: **26 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting, Chief meeting.

Galena

Emergency responses: **8**
Response type: 2 medicals, 1 lightening plan, 5 district coverage/station manning.
Personnel training hours: **41 hours**
Primary training topics: Target Solutions, PPE care, inspection and maintenance, area familiarization.
Other information: **67 hours** - other fire related activity hours.

Gerlach

Emergency responses: **No report**
Response type:
Personnel training hours:
Primary training topics:
Other information:

Hungry Valley

Emergency responses: **16**
Response type: 2 brush fires/illegal burn, 12 medicals-suicidal; 1 public assist, 1 district coverage/standby.
Personnel training hours: **0**
Primary training topics: None this month
Other information: **26 hours** – station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting, Numaga Powwow, Mutual Aid – Pyramid Lake Burning Man mass exodus. City Council meeting.

Lemmon Valley

Emergency responses: **No report**
Response type:
Personnel training hours:
Primary training topics:
Other information:



Peavine

Emergency responses: **6**
Response type: 1 brush fire, 2 MVA, 3 district coverage/station manning.
Personnel training hours: **44.3 hours**
Primary training topics: Ladders, EMS – Patient assessment, ATS Online FF-1 program.
Other information: **38.5 hours** – vehicle maintenance, station maintenance, business meeting, WCVFA meeting, administrative hours.

Red Rock

Emergency responses: **6**
Response type: 1 brush fire/illegal burn, 1 smoke report, 1 medical-suicidal, 3 district coverage/station manning.
Personnel training hours: **45.8 hours**
Primary training topics: VHF radio & CareFlight communications procedures, Fire extinguishers, EMS – BVM & O2 delivery methods. C-Spine immobilization techniques, brush truck driver training and area familiarization, Fire RMS at District HQ.
Other information: **93 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, community service, business meeting, Chief's meeting WCVFA meeting.

Silver Lake

Emergency responses: **14**
Response type: 2 lightening plan, 1 vehicle fire, 1 brush fire/illegal burn, 2 smoke reports, 3 medicals, 1 MVA, 4 district coverage/standby.
Personnel training hours: **40 hours**
Primary training topics: TMFPD updates, area familiarization, engine operation, engine driving and passenger safety.
Other information: **27.5 hours** - Station maintenance, apparatus checks, board meeting, additional meetings, Bylaws committee, reports.

South Valley

Emergency responses: **13**
Response type: 1 structure fire, 1 smoke report, 5 medicals, 4 MVA's, 2 district coverage/standby.
Personnel training hours: **28 hours**
Primary training topics: CDL pre-trip inspection, policies, rules and regulations.
Other information: **321 hours** – Station and vehicle maintenance, business meeting, WCVFA meeting, administrative hours, community event – pancake breakfast.

Verdi

Emergency responses: **8**
Response type: 3 medicals, 3 MVA's, 1 lightning plan, 1 district coverage/standby.
Personnel training hours: **445 hours**
Primary training topics: Fire ground training, driver operator training, wildland training, Pack hose packs.
Other information: **146 hours** – Station maintenance, apparatus checks, Volunteer Chief's meeting, logistics, grand opening ceremony – Station 35.

Cumulative totals for reporting departments:

- **78** Emergency Responses
 - **668.1** Personnel training hours
 - **1491.1** Other fire related activity hours
-



DATE: October 8, 2014

TO: Board of Fire Commissioners,
Truckee Meadows Fire Protection District

THROUGH: Charles Moore, Fire Chief, Truckee Meadows Fire Protection District

FROM: Shawn L. Brewer, President

SUBJECT: Review and acceptance of volunteer report for **September 2014** (Including monthly operations report of the Volunteer Fire Departments including response data, training activities/apparatus updates, administrative, communications, and dispatch.)

Training

Training was conducted on a variety of subjects by individual Volunteer departments, online individual volunteers, and Career Fire Departments for the topics of:

- Various EMS; including patient assessment and back boarding.
- Fire ground training, equipment familiarization, cribbing and struts, critical stress management, firefighter safety, knots for firefighters, brush truck driver training and area familiarization, review of Dept. training and activities.
- Target Solutions, TMFPD updates, SCBA air consumption drills.

Radio Communications & Dispatch

There are still various intermittent issues between voice and alpha numeric paging systems. Most departments are reporting garbled and unreadable alpha numeric pages. Often times, there are pages received on one paging system but not on the other.

Cold Springs

Emergency responses: **1**
Response type: 1 district coverage/station manning.
Personnel training hours: **54 hours**
Primary training topics: Target Solutions Training, SCBA air consumption, equipment familiarization, cribbing and struts.
Other information: **41 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, business meeting. Hosted Labor Day BBQ at Station 321.

Galena

Emergency responses: **4**
Response type: 1 medicals, 3 district coverage/station manning.
Personnel training hours: **52 hours**
Primary training topics: Target Solutions, SCBA air consumption drills, Critical Stress Management.
Other information: **58 hours** - other fire related activity hours.

Gerlach

Emergency responses: **No report**
Response type:
Personnel training hours:
Primary training topics:
Other information:

Hungry Valley

Emergency responses: **8**
Response type: 1 activated fire alarm, 1 brush fire/illegal burn, 6 medical-suicidal.
Personnel training hours: 0
Primary training topics: None this month
Other information: **304 hours** –Tribal Parade and community activity, Moapa tribe flood event, Mutual Aid – Pyramid Lake Burning Man mass exodus. Moapa Flood.

Lemmon Valley

Emergency responses: **No report**
Response type:
Personnel training hours:
Primary training topics:
Other information:



Peavine

Emergency responses: **4**
Response type: 1 structure fires, 1 medical, 1 MVA.
Personnel training hours: **51 hours**
Primary training topics: SCBA air consumption drills, quarterly SCBA competency, firefighter safety.
Other information: **70.5 hours** – vehicle maintenance, station maintenance, air race staffing, business meeting, administrative hours.

Red Rock

Emergency responses: **2**
Response type: 1 medical-suicidal, 1 MVA.
Personnel training hours: **32.5 hours**
Primary training topics: knots for firefighters, annual SCBA competence exercise, assessment and back boarding, brush truck driver training and area familiarization.
Other information: **39 hours** - station hours (signage, inventory, administrative, vendors, records), maintenance, community service, business meeting, Chief's meeting.

Silver Lake

Emergency responses: **19**
Response type: 2 structure fires, 1 smoke report, 11 medicals, 4 MVA, 1 district coverage/standby.
Personnel training hours: **26 hours**
Primary training topics: EMS Back boarding, SCBA routine checks, review of Dept. training and activities, Target Solutions.
Other information: **19.3 hours** - Apparatus checks, board meeting, Bylaws committee, reports.

South Valley

Emergency responses: **14**
Response type: 1 structure fire, 5 medicals, 3 MVA's, 3 public assist/misc. 2 district coverage/standby.
Personnel training hours: **38 hours**
Primary training topics: SCBA air consumption drills, air truck ops.
Other information: **216.5 hours** – Station and vehicle maintenance, business meeting, WCVFA meeting, administrative hours, special event – balloon races (2 days).

Verdi

Emergency responses: **5**
Response type: 1 smoke, 1 medical, 3 district coverage/standby.
Personnel training hours: **312 hours**
Primary training topics: Fire ground training.
Other information: **326 hours** – Station maintenance, apparatus checks, Volunteer Chief's meeting, TMFPD Chief's meeting, logistics, 100 yr. old resident community birthday party, service, LaFrance, balloon races.

Cumulative totals for reporting departments:

- **57** Emergency Responses
 - **565.5** Personnel training hours
 - **1696.8** Other fire related activity hours
-



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM/ACM JS
Finance VB
Legal BC
Risk Mgt. DT
HR N/A

DATE: October 1, 2014

TO: Truckee Meadows Fire Protection District Board of Fire Commissioners

FROM: Charles A. Moore, Fire Chief
Phone: 775.328.6123 Email: cmoore@tmfpd.us

SUBJECT: Authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County Civil Attorney's office, and Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 044-300-09 (and a portion of APN 044-300-10), for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including a Phase I and Phase II, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition. (All Commission Districts.)

SUMMARY

It is recommended that the Board of Fire Commissioners authorize staff to proceed with the negotiation and due diligence of a potential acquisition of APN 044-300-09, and a portion of APN 044-300-10, of an appropriate size to accommodate a replacement site for Fire Station #14 which is currently located at 12300 Old Virginia Road. In order to meet the timeline set by the seller, staff must actively begin the negotiation and due diligence on this potential site, or risk increase in values, or loss of the opportunity. If the final terms and conditions support moving forward, staff will return to the Board for review and final approval.

Strategic Objective supported by this item: *Safe, Secure and Healthy Communities*

PREVIOUS ACTION

May 19, 2014, the Board of Fire Commissioners approved the District's FY 14/15 Budget and adopted the Capital Improvements Plan for Fiscal Year 2015, which includes funds allocated for the purchase of land to relocate career Station #14.

BACKGROUND

Truckee Meadows Fire Protection District desires to begin planning for the future facility needs of the District. In order to achieve long term sustainability, staff is recommending consideration of a new fire station site to replace the aging Station 14 which is currently located at 12300 Old Virginia Road. The current facility was constructed in 1966 and the designation by the County Assessor's office of the current condition is "Low". The existing Station 14 property was granted by Bennie J. and Eva Damonte on July 18th, 1967 to the Brown-Huffaker Volunteer Fire Department via a Deed, (Document

108243). On May 14, 1993, a small portion was granted to the Nevada Department of Transportation, by Deed under Document 1684019, approximately 2,111 feet or 0.05 of an acre.

The location and building structure of the current Station #14 is problematic due to the excessive retail traffic and physical constraints of the property. Furthermore, the adjacent property owner has expressed an interest in acquiring the property, if staff is successful in securing an alternative new site, the disposition will be brought to the Board for discussion and direction. Any disposition agreement could include a "leaseback ability" until the new station is constructed to ensure that fire service coverage is maintained at all times.

Staff has evaluated multiple options for the replacement for Station 14. The Washoe County Property Program Manager, in conjunction with the Washoe County GIS Specialist, mapped out alternative locations which would be appropriate to meet the established services level commitments for the Washoe County residents that are served by Station 14. There were limited options for 2-4 acres of land close to the main access points in S. Reno on the market. The new interest in our region by Tesla and other companies, have the current land owners hoping for large market price increases, and that speculation is reflective in many of the current listings. Working with local real estate specialists, a survey was completed and there were 6 viable options all ranging in price from \$23.00 per square foot (\$1,000,000 per acre) to the target property which is proposed to be between \$9.00-\$11.00 per square foot depending on the size of parcel needed. The Seller is a willing party to this discussion and shall endeavor to help the District achieve a parcel size and configuration that is effective and efficient for the future development plans. The subject property is also in Washoe County Sphere of Influence which makes it desirable for this department use.

Staff is requesting authorization to proceed with negotiations for potential acquisition of a property located at Foothill and Broken Hill Road, APN #044-300-09 and a portion of #044-300-10; and if an acceptable price is achieved, upon completion of the due diligence process, staff will return to the Board for a final review and approval.

FISCAL IMPACT

The cost for this action is limited to the due diligence expense, and shall be funded from the Capital Projects Fund, any final recommendation that supports acquisition will have the funding program defined for discussion and approval at that time.

RECOMMENDATION

It is recommended that the Board of Fire Commissioners authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County Civil Attorney's office, and Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 044-300-09 (and a portion of APN 044-300-10), for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including a Phase I and Phase II, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition.

POSSIBLE MOTION

Should the Board agree with the staff's recommendation, a possible motion could be:

"I move to authorize the Truckee Meadows Fire Chief, in conjunction with the Washoe County Civil Attorney's office, and Washoe County Property Program Manager, to begin negotiation on the potential acquisition of a subject property APN 044-300-09 (and a portion of APN 044-300-10), for a replacement location to accommodate Fire Station #14 located in the vicinity of Foothill Road and S. Virginia Street; further, if staff is able to achieve an acceptable acquisition price, authorize the Fire Chief to perform any due diligence as needed, including a Phase I and Phase II, and if the acquisition is acceptable staff shall return to the Board of Fire Commissioners for review of the terms and final approval of the acquisition."



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM
Finance VB
Legal DWV
Risk Mgt DT
HR JL

DATE: October 2, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfspd.us
SUBJECT: Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 3895 for a four year term, and if approved, authorize the Chairman to sign on behalf of the Board. (All Commission Districts)

SUMMARY

Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 3895 for a four year term, and if approved, authorize the Chairman to sign on behalf of the Board.

Strategic Objective supported by this item: *Valued, Engaged Employee Workforce*

PREVIOUS ACTION

April 24, 2012, the Truckee Meadows Fire Protection District Board of Fire Commissioners recognized I.A.F.F. Local 3895 pursuant to NRS 288.160 as the exclusive bargaining unit for current employees as identified in Article 2 of the Collective Bargaining Agreement between the Sierra Fire Protection District and Local 3895 which was assumed by the District on April 10, 2012.

April 10, 2012, the Sierra Fire Protection District Board of Fire Commissioners approved a collective bargaining agreement between the Sierra Fire Protection District and the Sierra Fire Protection District Firefighters Association, IAFF Local 3895 for a two year term from April 9, 2012 until June 30, 2014.

March 27, 2012, the Board of Fire Commissioners approved the Interlocal Agreement for Fire Service between SFPD and TMFPD which provided for the administrative and operational consolidation of the two fire Districts. On June 24, 2014, the Board approved Amendment No. 1 to extend the term of the agreement until June 30, 2016.

BACKGROUND

Four-Year Term: Effective July 1, 2014, and shall continue until June 30, 2018.

Staffing: Continues the flexible staffing model, including minimum 3 person engine companies.

Salaries: Adjusts salaries of Fire Equipment Operators (FEO) to match Firefighter/Paramedic pay and includes a 5% base wage adjustment for the Fire Mechanic position. Each of the first three years of the contract include cost of living increases: 2.25% in FY14/15, 2.00% in FY15/16, 2.00% in FY16/17, then in FY17/18 the contract will be reopened for salary only negotiations.

Retiree Health: Extends retiree health benefits to all employees hired with the District on or before July 1, 2014; Medicare will become primary insurance coverage when retiree is Medicare eligible. No employees hired after July 1, 2014 will receive this benefit.

Special Duty Pay: Provides a HazMat Technician incentive of 3% of base pay; increases the incentive pay from 5% to 10% for the positions of Logistics Captain and Training Captains when these personnel are assigned to 40 hour work weeks.

Uniform Pay: Increased uniform allowance from \$850/year to \$1,000/year.

Vacation/Sick Leave: Increased sick and vacation leaves to a level consistent with regional parity.

FISCAL IMPACT

The estimated fiscal impact of the Collective Bargaining Agreement is as follows:

Salaries: The cost of living increases are estimated at \$281,000 in FY14/15, \$536,000 in FY15/16, and \$827,000 in FY16/17. The fourth year of the contract includes a provision for a salary only reopener. The FEO and Fire Mechanic adjustments would cost approximately \$56,000 per year.

Retiree Health: Increased long term liability estimated at \$1,600,000.

Special Duty Pay: The additional HazMat incentive and the change to the 40 hour assignment incentives are estimated at \$53,000 per year.

Uniform Pay: Additional cost estimated at \$16,200 per year.

Vacation/Sick Leave Increases: Additional cost estimated at \$95,500 per year.

PERS: Contribution rate increase (if any) to be paid by the District in lieu of a raise.

The total estimated impact, excluding retiree health coverage, is \$501,700 FY14/15, \$756,700 FY15/16, and \$1,047,700 FY16/17. There are sufficient funds budgeted in the FY14/15 General Fund budget to cover these additional salaries and benefits. The additional long term liability costs associated with the retiree health benefits are to be funded with \$600,000 from the Health Benefits Fund. Ongoing annual payments from the General Fund are estimated at \$100,000 for approximately 10 years in order to fund the retiree health benefit at 85% of the actuarial accrued liability.

RECOMMENDATION

Staff recommends the approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 3895 for a four year term, and if approved, authorize the Chairman to sign on behalf of the Board.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to approve a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Firefighters Association, IAFF Local 3895 for a four year term, and if approved, authorize the Chairman to sign on behalf of the Board."

AGREEMENT

BETWEEN

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

AND

**TRUCKEE MEADOWS FIRE
FIGHTERS ASSOCIATION,
I.A.F.F. LOCAL 3895**

2014 - 2018

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ARTICLE 1 – PREAMBLE

A. This agreement is entered into by and between the Board of Washoe County Commissioners as ex-officio Board of Fire Commissioners for the Truckee Meadows Fire Protection District, hereinafter referred to as the "District", and Truckee Meadows Fire Fighters Association, I.A.F.F. Local 3895, hereinafter referred to as the "Union". This agreement sets forth the full and entire agreement between the parties.

B. It is the purpose of this agreement to achieve and maintain harmonious relations between the parties, to provide for equitable and peaceful adjustment of disputes, which may arise over the interpretation and application of this agreement, and to establish fair and equitable standards of wages, hours, and other conditions of employment.

C. The Union and District will act in good faith and with a cooperative attitude to improve the quality and efficiency of fire protection for citizens of the Truckee Meadows Fire Protection District.

ARTICLE 2 – RECOGNITION

A. The District hereby recognizes the Union as the exclusive bargaining agent for all non-supervisory, supervisory, and emergency support services personnel engaged in fire prevention, suppression, and fire equipment/apparatus repair and maintenance in the Truckee Meadows Fire Protection District:

1. Firefighter
2. Firefighter/Paramedic
3. Fire Equipment Operator
4. Fire Captain – Suppression/Training
5. Fire Captain – Prevention
6. Fire Prevention Specialist
7. Fire Mechanic

B. In the event of any new position(s) being established during the term of this agreement by the District, not listed above, and recognizing that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this agreement. The District reserves the right to establish new classifications, which may fall within the scope of this Agreement, including requirements and wage rates.

C. In the event that a new job classification(s) is placed in the bargaining unit, the District shall immediately commence negotiations for said classification(s), wages, hours, and other terms and conditions of employment.

D. The District shall notify the Union president of all changes to the job classifications covered by this Agreement.

ARTICLE 3 – DURATION OF AGREEMENT

- A. This Agreement shall become effective July 1, 2014, and shall continue until June 30, 2018, except as otherwise provided below.
- B. This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of each Article desired to be negotiated.
- C. If either party desires to negotiate changes in any Article or Section of this Contract, it shall give written notice to the other party of the desired changes before February 1 of each year, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties' mutual consent.
- D. The parties shall promptly commence negotiations. If the parties have not reached agreement by April 10th, either party may submit the dispute to an impartial fact-finder at any time for his/her findings. The fact-finder shall make recommendations of the unresolved issues.
- E. If the parties have not reached an agreement within ten (10) workdays after the fact-finder's report is submitted, all issues remaining in dispute shall be submitted to an arbitrator. The arbitrator shall, within ten (10) workdays after the final offers are submitted, accept one of the written statements, and shall report his decision to the parties.
- F. The Impartial Fact-finder and the Binding Arbitrator shall be from the American Arbitration Association and all hearings shall be conducted by A.A.A. rules. The list of arbitrators may be obtained from the Fresno Regional Office.
- G. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.
- H. The parties further agree that either party may request to negotiate Article 13, Salaries for FY 17-18. Either the Union or the District may notify the other party of their desire to renegotiate salaries in accordance with the procedures outlined in Article 3.C of this agreement.

ARTICLE 4 – SUCCESSORSHIP

- 1. The Association agrees the District has fulfilled its duties under Article 4 of the previous agreement between the Parties to secure the agreement of TM to assume the District's obligations of wages, hours, terms and conditions of employment prior to selling, merging, conveying or transferring its operations to TMFPD, and Association agrees that no further duty pursuant to former Article 4 shall survive the signing of this Agreement.

2. The District agrees not to sell, merge, or convey or cause to sell, merge or convey or otherwise transfer or cause to transfer its operations to a new employer without first securing the agreement of the successor to assume the District's obligations of wages, hours, terms and conditions of employment.

ARTICLE 5 – MANAGEMENT RIGHTS

It is understood and agreed between the parties that nothing contained in this Agreement shall be construed or interpreted to infringe upon any management rights of the District as set forth in NRS 288.

ARTICLE 6 – RIGHTS OF UNION

A. The District recognizes its statutory obligation to negotiate any departmental rule, policy, or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

B. The Fire Chief, and/or his/her designee, shall meet as needed and/or requested by either party with representatives of the Union for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

C. Union representatives shall be allowed time off, with no loss of pay or any accrued leave for up to three (3) Union representatives, and may be increased if both parties mutually agree.

ARTICLE 7 – STRIKES AND LOCKOUTS

A. Neither the Union nor any employee covered by this agreement will promote, sponsor, or engage in any strike against the employer; slow down; or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or any other intentional interruption of the operations of the District regardless of the reason for so doing.

B. The District will not lock out any employees during the term of this agreement as a result of a labor dispute with the Union.

ARTICLE 8 – NON-DISCRIMINATION

A. The parties agree not to discriminate against any employee because of race, color, religion, sex, age, physical or visual handicap, national origin, or sexual orientation.

B. The District and the Union agree that membership, non-membership, or lawful activities on behalf of the Union shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment. Nothing contained herein is intended to abrogate the District's right to manage and to consider the operational needs of the department as set out in Article 5, Management Rights. Nothing contained herein is intended to abrogate the Union's right to hold meetings and engage in lawful functions.

C. Whenever any words are used in this agreement in the masculine gender, they shall be construed as though they were also in the feminine and neuter gender in all situations where they would so apply.

D. Any complaint alleging a violation of this Article shall be submitted to the appropriate administrative agency (ies) having responsibility for enforcing State and Federal laws governing non-discrimination in employment and shall not be subject to the Grievance Procedure, Article 48.

ARTICLE 9 – AMENDMENTS

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 10 – GENERAL SAVINGS CLAUSE

This Agreement is the entire agreement of the parties terminating all prior agreements. Should any provision of this Agreement be found to be in contravention of any Federal or State Law and County Charter by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 11 – PREVAILING RIGHTS

Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement without mutual consent of the parties (for purposes of this Article, only the continuation or start of practices following July 1, 2006 will be considered as past practices). There will be no change in any matter covered by this Agreement without the mutual consent of the parties. There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

ARTICLE 12 – RULES, REGULATIONS, AND PROCEDURES MANUAL

A. It is mutually agreed by both parties that any "rule, regulation, or procedure" which significantly relates to a mandatory subject of bargaining, as contained in NRS 288, shall

be negotiated. The provisions of Article 9, Amendments, shall govern any such rule, regulation, or procedure that is negotiated during the term of this Agreement.

1. Said rules, regulations, or procedures shall be signed by both parties. Any such rules, regulations, or procedures will be distributed as indicated at B4 below.

B. The District has the right to adopt rules, regulations, manuals, and procedures and issue directives that do not constitute a mandatory subject for bargaining under Paragraph A and do not violate an expressed provision of the Agreement. Unless the operational needs of the District dictate otherwise, the following provisions shall apply to those rules, regulations, manual, procedures and directives issued by the District under this paragraph:

1. No rule, regulation, manual, procedure, or directive, or amendment or cancellation thereof, shall become effective until notice thereof has been posted in each fire station and the District Office for a period of twelve (12) consecutive days. Electronic transmission is acceptable.

2. The District or the Union may request meetings to discuss the working rules (etc.) and proposed changes therein.

3. Said meetings shall be convened prior to the implementation of the rule, regulation, amendment, or cancellation and a written record of the meeting will be kept.

4. The District shall provide copies of the rules, regulations, and manuals to each fire station, the District Office, and two (2) copies to the Union. Electronic transmission is acceptable.

ARTICLE 13 – SALARIES

These pay rates shall be effective as of July 1, 2014 and are reflected in the salary schedule attached hereto as Appendix A and by reference incorporated herein. All posted documents shall be limited to hourly rates of compensation for all positions.

A. Classification:

1. Firefighter
2. Firefighter/Paramedic
3. Fire Equipment Operator
4. Fire Captain
5. Fire Prevention Captain
6. Fire Mechanic
7. Fire Prevention Specialist

B. Assignment Differential Pay:

1. Employees assigned as 40-hour Training Captains or Logistic Captains shall receive an additional ten percent (10%) assignment differential pay during the period of such assignment with the approval of the Chief or his designee.
2. Employees who are certified as Hazardous Materials Technicians in accordance with CFR-29, SARA Title 3 and a member of the Triad HazMat team shall be paid an additional three percent (3%) assignment differential pay. The maximum number of employees eligible to receive this incentive shall be twenty-three (23).

3. Employees not assigned to training who are teaching approved specialty classes and/or special assignments may receive an additional five percent (5%) premium pay during the hours they teach or are otherwise engaged in the assignment with the approval of the Chief or his designee.

C. Upon promotion, employees shall receive the beginning step or that step which provides at least a ten percent (10%) increase above the employee's base salary whichever is greater. Employees in classifications having more than one (1) pay step or employees in classifications that have not reached the maximum of the salary range may become eligible for a step or merit increase on the employee's anniversary date one (1) year after the employee's appointment, promotion, or most recent step or merit advancement based upon meeting a standard or better performance evaluation rating.

D. Conversion of 56-Hour to 40-Hour Workweek:

1. In computing the salary increases for employees working either a 56-hour workweek schedule or a 40-hour workweek schedule, the salary increases are to be applied to the hourly rates for the 56-hour workweek schedule and then converted to the equivalent 40-hour workweek hourly rate by using a factor of 1.4.
2. The approximate annual salary for employees working a 56-hour workweek is based upon 2,912 hours per year. The actual cost to the District is based upon 2,920 hours per year (365 days per year times 24 hours divided by 3 shifts equals 2,920 hours).
3. The approximate annual salary for employees working a 40-hour workweek is based upon 2,080 hours per year.
4. All hourly rates are to be rounded to the nearest penny using normal round-off rules.

E. The salaries pursuant to this Agreement are subject to change during the term of the Agreement due to increases or decreases in the retirement contribution for Nevada's Public Employee Retirement System (PERS) in accordance with NRS 286.421. The District shall absorb 100% of any PERS increase during the duration of this agreement.

ARTICLE 14 – VACANCIES & PROMOTIONS

The District shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 5 – Management Rights.

A. Vacancies and promotions shall be filled by the best qualified applicant available and subject to Paragraph C below. The District will promote from within so long as there is an adequate number of qualified candidates (i.e. 3 candidates for each vacancy). If an employee has been in the top 3 candidates and not selected for three (3) consecutive promotions, they shall be removed from the promotion list and provided in writing with the reasons why they were bypassed to afford them an opportunity to improve their competitiveness for selection. The District encourages all qualified existing employees to apply for the promotional positions of Firefighter/Paramedic, Fire Equipment Operator, and Captain.

B. If the District decides to fill a Firefighter/Paramedic, Fire Equipment Operator, or Captain vacancy, the following procedures shall apply:

1. Recruitment:

The job vacancy announcement shall be posted on the fire station bulletin board and distributed electronically to all Fire District personnel for a minimum period of thirty (30) calendar days for internal application acceptance purposes. The recruitment will initially be limited to existing employees, unless no qualified candidates exist.

2. Testing Requirements for Firefighter/Paramedic:

Any Paramedic qualified individual seeking promotion to Firefighter/Paramedic, shall be required to take and pass a written test before progressing to a practical EMS skills evaluation, and interview for the purposes of promotion to said position. Applicants shall receive final approval from the District Medical Director prior to appointment. A list shall be established from the names of those applicants taking the tests and shall be ranked in order of highest to lowest total scores. This list shall be valid for a minimum of fourteen (14) months unless extended for an additional twelve (12) months by the Fire Chief.

3. Testing Requirements for Fire Equipment Operator or Captain:

Any individual seeking promotion to Fire Equipment Operator or Captain shall be required to take and pass a written test before progressing to a practical test, and a structured oral interview. Raters for the structured oral interview shall be of equal or higher rank of the position being interviewed for, including the Fire Chief or his designee for the purposes of promotion to said position. Scores for each component of the exam shall be combined (i.e. written, practical, interview) into a total weighted score and an eligibility list shall be established from the names of those candidates. Candidates who pass the examination shall be ranked in order of highest to lowest total examination score. Based on the rules of certification (Section 5 below) the Fire Chief will make an appointment from the top three (3) candidates. In the event the Fire Chief chooses to interview one or more of the top three candidates and the selection is made which bypasses a candidate with a higher ranking, the Fire Chief shall advise the individual certified candidates of the job-related reasons for promotion and/or bypass. All evaluators for exams shall be from neighboring professional Fire Departments. In the event that a specific fire ground knowledge and/or skill is not required for a portion of the test or evaluation an outside evaluator may be acquired for only that portion of the exam. This list shall be valid for a minimum of fourteen (14) months and may be extended for an additional twelve (12) months by the Fire Chief. If extended, Human Resources shall notify the Union of the extension.

4. Testing Requirements for the remaining positions found in Article 2:

Any qualified individual seeking promotion to any other recognized position may be required to take one or more of the following: written test, a practical test, and a structured oral interview. Raters for the structured oral interview shall be of equal or higher rank of the position being interviewed for and may include the Fire Chief or his designee. Scores for each component of the exam shall be combined (i.e. written, practical, interview) into a total weighted score and an eligibility list shall be established from the names of those candidates. Candidates who pass the examination shall be ranked in order of highest to lowest total examination score. Based on the rules of certification (Section 5 below) the Fire Chief will make an

appointment from the top three (3) candidates. In the event the Fire Chief chooses to interview one or more of the top three candidates and the selection is made which bypasses a candidate with a higher ranking, the Fire Chief shall advise the individual certified candidates of the job-related reasons for promotion and/or bypass. This list shall be valid for a minimum of fourteen (14) months and may be extended for an additional twelve (12) months by the Fire Chief. If extended, Human Resources shall notify the Union of the extension.

5. Selection Criteria:

All Firefighter/Paramedic, Fire Equipment Operator, and Captain vacancies shall be filled from the established list. The Fire Chief will select from the top three (3) candidates on the list for each vacancy.

6. Eligibility for Promotional Exams:

Eligibility for entry in to promotional exams will be as follows:

(a) Captain – All qualified applicants with five (5) years of District seniority and who are on an active Fire Engine Operator promotional list or are a qualified "Acting Fire Equipment Operator," or hold that position shall be eligible to test for the position of Captain and act in that capacity. External candidates shall demonstrate the equivalency of the foregoing.

i. Employees hired before June 30th 2014 with documented prior full time paid all risk experience outside the district will have that experience counted towards their district seniority solely as it relates to promotional and acting opportunities.

(b) Fire Equipment Operator – All qualified employees with three (3) years of seniority with the District shall be eligible to test for the position of Fire Equipment Operator and act in that capacity.

i. For the purposes of the fiscal year 2014-2015 Fire Equipment Operator promotional testing and acting, qualified employees must have two (2) years of seniority with the District.

ii. Employees hired before June 30th, 2014, with documented prior full time paid all risk experience outside the district, will have that experience counted towards their district seniority solely as it relates to promotional and acting opportunities.

7. Subject to prior recommendation of the Fire Chief and the approval of the District's Human Resources department, anyone promoted and serving in an initial probationary status shall become eligible for confirmation into his respective classification upon completion of the twelve (12) month probation period.

8. If the employee is unable to be confirmed in to the new classification because he is unable to demonstrate the ability to perform his job or lacks the ability to progress, then he shall be returned to his previous job classification and rate of pay. There shall not be any gain in any benefits if this occurs, nor shall this result in layoffs of any position.

9. For the purpose of this article "employee" is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this CBA.

10. For those employees represented by this CBA that promote to management positions (i.e. Battalion Chief, Fire Chief) who are unable to be confirmed in to the new classification because he is unable to demonstrate the ability to perform his job or lacks the ability to progress, then he shall be returned to his former job

classification and rate of pay. If another employee has filled this job classification, then that employee shall also be returned to his former job classification and rate of pay, and so on. There shall not be any gain in any benefits if this occurs, nor shall this result in layoffs of any position.

11. Fire suppression employees who occupy management positions and have successfully completed their probationary period, and are subsequently demoted for cause, may be placed in vacant CBA classifications for which they qualify and previously held, provided no other employee shall be demoted or laid off to create a vacancy to which the management employee can demote. Furthermore, the demoted person will not retain any prior class seniority.

12. If a management level employee elects to voluntarily demote to a position represented by Local 3895, the circumstances in establishing rank and seniority shall be the same for personnel demoted for disciplinary purposes.

C. Employees eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.

D. The District agrees to consider any suggestions made by the Union regarding subject matter for promotional exams.

E. Any employee who is promoted shall be guaranteed no loss of base pay.

F. Any employee who believes he has been wronged in the promotional process by the District in an arbitrary, capricious, or discriminatory manner and/or believes the District did not act in accordance with Article 14 procedures may, within ten (10) workdays, utilize the grievance procedure outlined in Article 48 starting at Step 1. If agreeable to both parties, expedited arbitration, if needed, may be used for grievances filed regarding this paragraph.

G. A promotion made hereunder is not final until any resulting grievances have been resolved.

ARTICLE 15 – TREATMENT OF FORMER MEMBERS OF I.A.F.F. LOCAL #731

The parties agree this provision is included due to the unique circumstances of employment by the District of Rob Edgington and Ross Rytting.

In sum, pursuant to an Interlocal Agreement between the City of Reno and the District first entered into in 2000, which was later amended in 2004, these two employees left the employ of the District and their then-union, I.A.F.F. Local #2487, and became employees of the City of Reno and members of I.A.F.F. Local #731.

Upon termination of the Interlocal Agreement by the City of Reno and the District, and pursuant to obligations described in the Interlocal Agreement, the District reinstated these two employees in 2012 subject to certain conditions which resulted in these two

employees receiving certain pay and benefits which were different than those negotiated by Local #3895 and the District in the 2012-2014 collective bargaining agreement.

The Parties agree these two employees received different pay and benefits because of the unique circumstances of their reinstatement to the District and because they were reinstated following the ratification of the 2012-2014 collective bargaining agreement.

In consideration of the unique circumstances of the reinstatement of these two employees, the Union has negotiated the instant Article with the District and agrees that these two employees shall receive the same pay and benefits described in this Agreement, and be subject to all other provisions of this Agreement, with the following exception:

1. Salary:
 - a. \$27.67 hourly rate for 56-hour work schedule plus any COLA negotiated by Local #3895 as described within this Agreement.
 - b. \$38.74 hourly rate for 40-hour work schedule plus any COLA negotiated by Local #3895 as described within this Agreement.

ARTICLE 16 – MINIMUM CONSTANT SAFETY STAFFING

The intent of this article is to address the mutual concerns of the parties pertaining to employee safety with regard to staffing. The District and the Union recognize the extreme hazards of the firefighting profession and therefore agree that the minimum number of full-time professional firefighting personnel on paid firefighting apparatus shall comply with the safety staffing levels listed below. The Union and the District acknowledge that four person career engine staffing is a preferred configuration, however, current economic challenges and revenue shortfalls do not allow for staffing levels consistent with that preference. The District agrees that once future stable and adequate revenue permits, it will make good faith efforts to apply that preference in appropriate stations in the discretion of management.

For the purpose of this article, “career” is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this agreement.

A. Staffing for all stations where fire engines are in service shall be comprised of a minimum of three (3) personnel: one (1) Captain; one (1) Fire Equipment Operator; and one (1) Firefighter/Paramedic or one (1) Firefighter. In stations without in-service fire engines, the District may staff the stations with a minimum of two (2) personnel: one Captain; and one (1) Firefighter/Paramedic, or one (1) Firefighter.

B. Shift manning is mandatory. For purposes of this article only full-time, qualified, career District employees represented by this CBA will be used to meet staffing levels listed above. Staffing levels for any additional station(s) or apparatus that may be placed in service shall be subject to negotiations and be placed in the Article.

C. It will be the responsibility of each engine company Captain to assign staffing to individual apparatus for emergency incidents. At no time will an engine be operated at the scene of an emergency with less than three (3) personnel. However, the engine crew may be split to transport the engine and additional apparatus to the scene of an emergency at the discretion of the station Captain. The engine will not be considered "in-service" unless that additional apparatus and personnel remain together as an adjunct of the engine and its assignments.

D. The Fire Chief of the District, or his designee, shall determine the number and types of apparatus' in-service at any given time.

E. Only under emergency circumstances will the crew be divided for any reason. In the event that an engine company is reduced and is called upon to respond to an emergency incident, every effort will be made to return the crew to three (3) person staffing including immediate callback in accordance with Article 18, Overtime.

F. For the purpose of out of District assistance by hire assignments in excess of 24-hours in duration, four (4) career person staffing will be maintained on all engines. The career staffing must, at a minimum, be comprised of one (1) Captain, one (1) Operator, and two (2) Firefighter/Paramedics OR Firefighters OR a combination of the two.

Definitions:

- 'Engine(s)' refers to Type I, Type II, and Type III engines.
- Absences refer to employees on any type of leave including, but not limited to annual vacation, sick, comp, workers comp, military, union, administrative, or existing vacancies. Absences due to employees being assigned to billable incidents shall be back-filled and coverage provided by career members covered under this CBA.

The parties agree they have fulfilled the duty described in previous Agreements to collaborate in the development of a reserve firefighter program.

ARTICLE 17 – WORK HOURS

A. 56-Hour Personnel:

1. 48/96 Schedule:

(a) In accordance with the Agreement executed between the parties, the regular work day and work week for line employees shall consist of three (3) shifts "A", "B", and "C" with each shift alternating on a schedule of two (2) 24-hour (twenty-four) work days on duty, from 8:00am to 8:00am, followed by four (4) consecutive 24-hour (twenty-four) days off duty. On an annual average, a fifty-six (56) hour week, regardless of the actual number of hours worked or on paid leave during any biweekly pay period.

2. Upon mutual agreement between the Fire Chief and the Union, nothing herein shall prevent the establishment of a trial period for alternative schedules that the parties may adopt.

3. FLSA overtime shall be computed on a twenty-four (24) day cycle and shall be paid on the paycheck that the FLSA period ends. Employees may elect to accrue FLSA pay for compensatory time, at the rate of one and one-half (1.5) hours of compensatory time for every one (1) hour of owed FLSA pay. Since regular time for hours worked in excess of the FLSA threshold is already paid in base pay, FLSA pay is paid at half time for each hour owed. Therefore, for every two (2) hours of owed FLSA pay, employees may accrue one (1) hour of compensatory time.

4. During the normal work day schedule for line employees, the employee will be allotted one (1) hour for lunch and two (2) fifteen (15) minute breaks, during this time employees shall respond to all incidents. Outside of the normal work day hours, the Union and the District agree to make reasonable accommodations for training and other special needs while recognizing the necessity of rest periods.

B. 40-Hour Personnel:

1. The normal workweek of forty (40) hour employees shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour days and/or four (4) consecutive ten (10) hour days. The employee will be allotted one (1) unpaid meal period and two (2) paid fifteen (15) minute breaks. The week will begin 12:01am Monday and end 12:00 midnight Sunday. Any change in the number of hours in the work day or regular work week shall be subject to negotiation, although an eight (8) hour and/or ten (10) hour employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.

ARTICLE 18 – OVERTIME

A. Overtime Provisions Applicable to All Fire Suppression Employees

1. Overtime shall be deemed as any time worked in excess of the normal work period or the normal work shift.

2. Employees shall be compensated for overtime worked at one and one-half (1.5) times their base rate of pay for each hour, or major fraction thereof, worked.

3. All overtime must have the advance authorization of the Fire Chief or his designated representative.

4. Overtime will be earned in increments of one-quarter (1/4) hour.

5. Overtime will be added to the payroll for the period during which the overtime is performed. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the District's Fire Chief or designee if compensation therefore is to be effected.

6. Any employee who accepts a request by his supervisor to work during hours outside his regularly scheduled straight time hours on the day in question, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.

7. Any employee who reports for work on his scheduled day or for previously scheduled recall shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.

8. Overtime shall be filled by full-time career staff. For the purposes of overtime to fill vacancies, the overtime/callback Total Accumulated Hour Overtime (TAHO) procedure, currently in effect, shall be used for filling open vacancies. The list shall consist of all

bargaining unit members who desire to work overtime/callback to fill vacancies in staffing. Vacancies shall be filled by calling back bargaining unit members. Mandatory overtime may be required in the event employees are not available to fill for shift vacancies.

9. The employee may select cash payment or compensatory time for the overtime worked; for training, District functions, or any overtime outside of station fill-in and emergency incident overtime. The maximum amount of compensatory time that may be accumulated is 480 hours. Compensatory time utilized shall be limited to a maximum of 480 hours per calendar year. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

B. 40-Hour Personnel

1. Overtime shall be defined as any time worked in excess of 40 hours per week. Such compensation shall be in the form of either cash payment or compensatory time, which the decision shall be made by the employee at the time the overtime is worked. The maximum amount of compensatory time that may be accumulated is 240 hours. Compensatory time utilized shall be limited to a maximum of 240 hours per calendar year.

2. The provisions applying to the payment for Holiday Compensatory Time (Article 24), shall apply to compensatory time under this Article. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

Overtime and callback as a result of all emergency incidents including out of District assignments and mutual aid, shall be paid from the moment of notification until return to the station from which dispatched and includes rest periods, standby periods, meal breaks, etc. occurring during the period of overtime or callback described herein.

C. Employees agree to participate in a voluntary shift transfer to minimize overtime costs. The District will identify potential overtime situations that could be avoided by the voluntary temporary exchange of shifts during the FLSA period. For example, employees may agree to take a regularly scheduled day off, and in turn, work an alternate shift that FLSA period to minimize the potential for overtime.

ARTICLE 19 – CALLBACK COMPENSATION

Callback compensation shall be determined for this agreement (as per NRS 286.025 and the PERS Revised Official Policies; 286.025) as "callback pay is defined as compensation earned for returning to duty after a member (employee) has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice."

A. Employees shall be compensated for callback worked at one and a half (1-1/2) times their regular rate of pay for each hour, or major fraction thereof, worked. Such compensation shall be in accordance with Article 18 (Overtime).

B. Any employee who is recalled to duty, or voluntarily responds to an emergency incident during off-duty hours and is requested by the incident commander to assist in the incident, shall be compensated at the overtime rate established above for the actual time so spent on duty with a guaranteed minimum of two (2) hours regardless of having worked less than two (2) hours, except as provided herein. Any employee who voluntarily reports to his duty station prior to the beginning of his assigned shift and then is called out to an emergency incident shall be paid at the overtime rate for only the actual time spent working prior to the beginning of his shift and the two (2) hour minimum shall not apply.

ARTICLE 20 – STANDBY COMPENSATION

Employees may be assigned to work standby time (on-call). Standby time shall be defined as per NRS 286.025 and the PERS Revised Official Policies; 286.025 as "Standby Pay (is) compensation earned for holding oneself ready for duty while off duty", and as such is compensable to the PERS Compensation shall be in compliance with the provisions of the F.L.S.A. as clarified in WH publication 1459 dated May 1985.

An employee on standby shall be available for call to duty, specifically scheduled and directed by the Fire Chief or his designee. The scheduling of standby shall be fair and equitable and the procedure for such shall be contained in the Procedures Manual. While on standby, the employee shall be considered "waiting to be engaged" and as such is required to be available for call to duty within thirty (30) minutes from the time any call is received. Employees shall be considered available for call to duty by making contact with the requesting officer. An employee called back to duty shall be at the scene of the incident within a reasonable period of time.

Employees on standby shall be entitled to compensation at the rate of 1/4 hour of pay at their regular rate of pay. Standby time under these criteria shall not be considered as hours worked for the purpose of computing overtime. Standby time may be utilized as compensatory time as provided in Article 18, Overtime.

Standby pay shall cease during the time an employee is called back to duty.

ARTICLE 21 – WORKING OUT OF CLASSIFICATION

Those employees who fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of ten percent (10%) in salary for the hours assigned acting in such a higher classification in 1/4 hour increments. This includes all hours of leave and work during extended duration acting assignments of 24 days or more. Vacancies for all ranks shall be filled through the call-back procedure first, listed in Article 18 (Overtime), then shall be made consistent with the Acting Eligibility Lists in accordance with the TAHO agreement, utilizing the following priorities when practicable:

- (1) from the Company in which the vacancy occurs on a rotational basis;
- (2) from the Station from which the vacancy occurs on a rotational basis;
- (3) from the shift on which the vacancy occurs on a rotational basis.

ARTICLE 22 – CAREER INCENTIVE

All employees covered hereunder who have completed a total of eight (8) years or more of full-time service with the District shall be entitled to annual longevity pay at the rate of .25% (.0025) of the base pay for each year of continuous service with the District up to a maximum payment of 6.25% (.0625) for twenty-five (25) years or more of service. An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. For qualified employees retiring or resigning before the due date of any semi-annual payment, the amount of payment shall be prorated.

ARTICLE 23 – HOLIDAYS DEFINED

The District and the Union agree that legal holidays shall be considered to be as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr's Birthday)
3. Third Monday in February (Washington's Birthday)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day After Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Further, any other day declared by the President of the United States to be a legal holiday or added to NRS 236.015 shall also be a legal holiday.

ARTICLE 24 – HOLIDAY PAY/COMPENSATORY TIME

A. 56-Hour Personnel

1. All 56-hour employees in positions which are manned on a twenty-four (24) hour basis who work on a legal holiday (as listed in Article 23) as part of their regular work schedule, or whose regularly scheduled day off falls on a legal holiday, shall receive twelve (12) hours pay at their regular rate of pay, or twelve (12) hours of compensatory time. Holiday credit shall not accrue until after the holiday has occurred. For the period from July 1, 2011 through June 30, 2012 employees may only select to accrue holiday compensatory time, and employees may only use accrued compensatory time when it will not create overtime for shift coverage.

2. All 56-hour employees, in order to be entitled to a legal holiday or holiday pay/comp time, must be in full pay status on their scheduled workday immediately preceding and immediately following such holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. The parties agree that an employee may make a request of the Fire Chief to be paid for accrued holiday compensatory time to address unforeseeable financial needs incurred by the employee.
5. Upon termination of employment, each employee shall be compensated at his regular hourly rate for all holiday compensatory time accrued.

B. 40-Hour Personnel

1. All 40-hour employees shall be paid eight (8) hours at their regular hourly rate for each of the holidays listed in Article 23. In order to be entitled to holiday pay, an employee must be in a full pay status both the day before and the day after the holiday.
2. If a holiday falls on a Sunday, the Monday following shall be observed as the legal holiday; if a holiday falls on a Saturday, the Friday preceding shall be observed as the legal holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. If a holiday is observed while the employee is on sick leave, annual leave, or other paid leave status, the employee will receive his holiday pay and the day will not be charged against sick, annual, or other paid leave credits.
5. Upon termination of employment, each employee shall be compensated at their regular hourly rate for all holiday compensatory time accrued.
6. If an employee is required to work on any of the above-named holidays and is eligible for holiday pay, he shall receive, in addition to his holiday pay, one and a half (1-1/2) times his regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he is regularly scheduled for a normal work day.

C. Utilization

Any employee who has accrued holiday compensatory time may utilize holiday compensatory time off by submitting a request for leave form. Utilization shall be in accordance with the following procedure:

1. Employee may trade their holiday compensatory time with another qualified employee. Holiday compensatory time trade shall be in accordance with Article 32, Shift Trade. An employee electing to utilize holiday compensatory time trade with another qualified employee shall have their holiday compensatory time hours transferred to the employee accepting the trade.
2. Holiday compensatory time trade, as with a shift trade, is solely at the option of the employees involved and with the approval of the District. Holiday compensatory time trades shall not incur any overtime cost to the District. The hours worked in the holiday compensatory time trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee trades holiday compensatory time with

another, and except for the actual recording of hours traded, each employee will be credited as if they had worked their normal work schedule for that shift.

D. Conversion of Workweek

1. 56-Hour Employee: If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the amount of hours shall be converted to an equivalent number of hours for a 40-hour workweek schedule by dividing the number of hours by a factor of 1.4.
2. 40-Hour Employee: If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the number of hours shall be converted to an equivalent number of hours for a 56-hour workweek schedule by multiplying the number of hours by a factor of 1.4.

ARTICLE 25 – VACATION

A. General

1. Vacation credits shall accrue only while the employee is in a pay status. All times during which a vacation may be taken require the advance approval of the Fire Chief or his designated representative.
2. An employee shall be paid at his regular hourly rate for each hour of vacation taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited.
3. Not more than the number of vacation hours allowed for twenty-four (24) months in the service of the District may be taken within one calendar year.
4. Upon termination of employment, each employee shall be compensated at his regular hourly rate for his total vacation accrued.

B. A minimum of one (1) 56-hour (line) employee shall be allowed to be on vacation or comp leave any given day, for every twenty five (25) 56-hour (line) employees that the District employs, or fraction thereof; this number shall also be the maximum allowed, except by authorization of the Chief or his designee. For example, if the District employed 65, 56-hour employees, no more than three employees would be allowed on vacation or comp time on any given day, but at least three would be allowed, except by authorization of the Chief or his designee. 40-hour employees will not be included as part of this minimum, and shall be approved separately. Vacation requests must be made with a minimum of twenty-four (24) hours advanced notice, unless authorized by the Fire Chief or his designee.

C. 56-Hour Personnel

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each employee working a 56-hour workweek and who is employed full-time shall be entitled to 117 hours of vacation leave credit. Thereafter, line employees working a 56-hour workweek shall accrue vacation leave benefits at the rates established below:

| Continuous Service | Bi-Weekly Earning Rate (hrs) | Annual Hours Earned |
|--|---|--------------------------------|
| Less than one (1) year | 4.5 | 117 |
| One (1) year but less than three (3) years | 5.5 | 143 |
| Three (3) years but less than five (5) years | 6.75 | 175.50 |
| Five (5) years but less than ten (10) years | 8.0 | 208 |
| Ten (10) years or more | 11 | 286 |

1. Vacation may be accumulated from year to year not to exceed 336 hours as of the last full pay period encompassing December 31st. Amounts in excess of 336 hours as of the end of the payroll period encompassing December 31st shall be forfeited. Provided, if an employee, on or before October 1st, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of 336 hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The District's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1st requests to use 48 hours annual leave for the 2 workdays preceding Christmas. The District may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

C. 40-Hour Personnel

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each full-time employee working a 40-hour workweek shall be entitled to 80 hours of vacation leave credit. Thereafter, these employees shall accrue vacation leave benefits at the rates established below:

| Continuous Service | Bi-Weekly Earning Rate (hrs) | Annual Hours Earned |
|--|---|--------------------------------|
| Less than one (1) year | 3.21 | 83 |
| One (1) year but less than three (3) years | 3.93 | 102 |
| Three (3) years but less than five (5) years | 4.82 | 125 |

| | | |
|---|------|-----|
| Five (5) years but less than ten (10) years | 5.71 | 148 |
| Ten (10) years or more | 7.86 | 204 |

1. Vacation may be accumulated from year to year not to exceed 240 hours as of the last full pay period encompassing December 31st. Amounts in excess of 240 hours as of the end of the payroll period encompassing December 31st shall be forfeited. Provided, if an employee, on or before October 1st, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of 240 hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The District's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1st requests to use 40 hours annual leave for the 5 workdays preceding Christmas. The District may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

C. Workweek Conversion

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of vacation hours by a factor of 1.4.
2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of vacation hours by a factor of 1.4.

ARTICLE 26 – SICK LEAVE

An employee is entitled to use accrued sick leave only:

- (a) When incapacitated to perform the duties of his/her position due to sickness, injury, pregnancy, or childbirth;
- (b) When quarantined;
- (c) When receiving required medical or dental service or examination;
- (d) For adoption of a child if the Welfare Division of the Department of Human Services or any other appropriate public agency requires the employee to remain at home with the child;
- (e) Upon illness in the employee's immediate family where such illness requires his/her attendance. For this purpose 'immediate family' means the employee's spouse, parents (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brothers or sisters.

Upon the death of the employee's spouse, child (including adopted child, stepchild, or foster child), parents, brother, sister, grandchildren, grandparents, or corresponding relation by affinity. For this purpose, sick leave shall not exceed 40 continuous working hours per death for a 40-hour employee and 48 continuous working hours per death for a 56-hour employee. Additional time using sick leave, vacation, and/or compensatory leave may be granted upon approval of the Fire Chief or his designee.

A. Accrual Rates

1. Each employee working a fifty-six (56) hour week shall accrue sick leave benefits at a rate of (7.5) hours per bi-weekly pay period (182 hours annually), which is cumulative from year to year.
2. Each employee working a forty (40) hour week shall accrue sick leave benefits at the rate of (5) hours per bi-weekly pay period (130 hours annually), which is cumulative from year to year.

B. An employee requiring sick leave must, if required, provide the Fire Chief with evidence of such need. For absences in excess of three (3) days, or in cases where there is reasonable suspicion of abuse, the Fire Chief may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

C. If any employee does not have adequate accrued sick leave time, the Fire Chief may grant the use of accrued vacation time, compensatory leave, and/or personal leave in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

D. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

E. Payment On Separation

An employee separated from the service shall earn sick leave only through the last working day for which he/she is entitled to pay. Upon death, retirement, permanent disability, or termination of an employee for reasons other than discharge for just cause, after ten (10) years of full-time employment or its equivalent if the employee has not served as a full-time employee, an employee shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at his/her regular hourly rate for every three (3) hours of sick leave accrued to a maximum payment of one thousand one hundred and twenty (1,120) hours.

An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System (PERS), and who elects to convert unused sick leave ($\frac{1}{3}$ x sick leave, up to the cap maximum) and/or vacation into retirement service credit shall submit a written request, on a District approved form, sixty (60) days in advance of their anticipated retirement date. The District shall calculate the amounts owed the employee, minus applicable taxes and deductions, to determine the net amount the employee will have to purchase retirement credit. The employee shall be advised of the amount that may be used to purchase retirement credit and shall complete the application process with PERS. The District shall then proceed to pay the employee the amount designated

as of their termination of employment (provided their leave banks have not been reduced since the estimate was determined).

F. As long as an employee is in a paid status, he/she shall earn sick and vacation leave during the time he/she is on such leave. If the employee is on leave without pay, he/she shall not earn sick or vacation leave during the time he/she is on such leave.

G. 56-hour employees who use 0 to 48 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period in a calendar year shall receive 24 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 56-hour workweek who use 49 to 56 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period, in a calendar year shall receive twelve (12) hours of Personal Leave credit at the end of the first full pay period the following January.

H. 40-hour employees who use 0 to 32 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th pay period, in a calendar year shall receive 16 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 40-hour workweek who use 33 to 40 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period, in a calendar year shall receive eight (8) or ten (10) hours, based on the employee's normal work shift, of Personal Leave credit at the end of the first full pay period the following January.

I. Personal leave must be used by the end of pay period #26, or in the event of a 27th payroll period by pay period #27, and if not used will be forfeited. Under no circumstances will there be any cash payment for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within a calendar year.

J. Employees shall be allowed to voluntarily transfer up to a maximum of one hundred and twelve (112) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be six hundred and seventy-two (672) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

K. Workweek Conversion

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of sick leave hours by a factor of 1.4.
2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of hours by a factor of 1.4.

ARTICLE 27 – EMERGENCY PERSONAL LEAVE

The Fire Chief, or his designee, may approve up to forty-eight (48) hours leave to an employee for emergency leave, to be used in increments of no less than one (1) hour. If approved, such leave shall be charged to either the employees accrued vacation leave, compensatory leave, or personal leave, whichever the employee chooses.

ARTICLE 28 – COURT/JURY LEAVE

A. Any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof, shall be granted administrative leave and shall remain in full-pay status during such leave.

B. The employee shall claim any fees to which he may be entitled by reason of appearance and pay the same over to the Fire District for those days they were scheduled to be on duty, except that the employee shall retain any and all mileage allowance.

C. Employees shall report back to work immediately upon being excused.

ARTICLE 29 – MILITARY LEAVE

Military leave is an administrative leave type as recognized by both Federal and State statutes. Approval for military leave shall be granted upon receipt by the District of a validated copy of orders to report for military duty. Any employee of the District who is required to report for military duty with one of the military services of the United States or the State of Nevada shall be relieved of his District duties, upon his request, to meet his military service obligations without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Employees on military leave, for these fifteen (15) working days shall remain in full-pay status.

ARTICLE 30 – LEAVE OF ABSENCE

A. A leave of absence without pay may be granted to any permanent employee provided the employee desires to return to the District and who at the time the leave is requested has a satisfactory service record.

B. Leaves of absence for thirty (30) calendar days or less in any calendar year may be granted upon the approval of the Fire Chief or designee. Leaves for a longer period may be granted upon the recommendation of the Fire Chief and the approval of the Board of Fire Commissioners.

C. A leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of his service, who is temporarily incapacitated by illness, injury, pregnancy or childbirth, who is loaned to another governmental agency for the performance of a specific assignment, or for some other

equally satisfactory reason. A leave of absence shall not be granted to an employee who is leaving the District service to accept other employment, except as provided in this subsection.

D. The period of time an employee is on leave without pay for thirty (30) calendar days or less in any twelve (12) consecutive month period shall not cause any adjustment to the employee's anniversary date for determining eligibility for longevity pay, vacation, sick leave and any other benefit that is based upon years of service with the District. If an employee is on leave without pay in excess of thirty (30) calendar days in any twelve (12) consecutive month period, the employee's anniversary date for earning benefits shall be adjusted by the amount of days in excess of thirty (30) calendar days.

E. The Fire Chief or designee may place an employee on administrative leave with or without pay during an investigation of a complaint or incident relating to his employment with the District.

F. When an employee returns from an out of district assignment on his/her regularly scheduled workday, upon request, an employee will be considered for release of the remainder of the shift on administrative leave with pay. If returning to duty would require the employee to work beyond fourteen (14) consecutive days without a minimum of two days' rest, the employee shall be relieved of duty for their shift without loss of pay or accrued leave.

ARTICLE 31 – DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the District, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 32 – SHIFT TRADES

Within this Agreement, shift trades shall be considered to be 'trade time' as reflected in the F.L.S.A. Employees may exchange or trade work hours or shifts provided it does not interfere with the operation of the District, subject to prior approval of the Fire Chief or designee. Any employee(s) who agree(s) to such trading shall hold the employer harmless for the failure of the other employee(s) to pay back traded time.

A. Three-way trades are permissible and must be rank for rank except where the employee(s) filling in for the shift trade is/are qualified per Article 21 (Working out of Classification) to perform all of the duties and responsibilities of the position being manned either by being designated to serve in an 'acting' capacity in that position or otherwise certified as being so qualified.

B. Firefighter/paramedic positions maybe traded with firefighters provided that the apparatus remains in ALS status with another qualified crewmember.

ARTICLE 33 – MEDICAL PLAN

A. The District agrees to provide a group medical plan, including health, dental and vision coverage, to full-time employees and shall pay one hundred percent (100%) of the premium attributable to employee coverage under this plan during the life of this Agreement. In the event an employee elects dependent coverage, the District shall pay fifty percent (50%) of the premium for such coverage. The provider of such insurance shall be mutually agreed upon by the parties. In the event there are changes in a specific benefit or if there are inclusions or deletions of benefits, said changes shall be negotiated.

B. Retiree Health Insurance.

The parties agree that for employees retiring under PERS with a total of ten (10) years' service, the District shall pay 50% of the premium for employee only health insurance described in Paragraph A, above.

C. Employees hired with the District on or before July 1, 2014 will be eligible for the District's Retiree Health Insurance benefit as described in B. With this plan Medicare will be primary when the covered employee becomes Medicare eligible.

D. Life Insurance.

The District agrees to provide \$25,000 of life insurance to full-time employees.

ARTICLE 34 – RETIREMENT

A. For the purpose of Service Retirement, for this Agreement, the definition of retirement and the time periods for vesting shall comply with NRS 286.025 and PERS regulation 286.025.

B. The District shall continue to pay 100 percent (100%) of the cost of the retirement contribution for the State of Nevada Public Employee's Retirement System, in accordance with NRS Chapter 286. The District will pay the employee portion of a PERS contribution rate increase, in lieu of a raise, during the term of the agreement.

ARTICLE 35 – DEFERRED COMPENSATION

Employees are eligible to participate in the deferred compensation program that the employer has implemented and in which the employee participates.

Eligible vacation, compensatory time, and sick leave benefits shall be contributed to the Post Employment Health Plan (PEHP) for each employee at the employee's request upon retirement, in a manner consistent with the policy adopted by the Union for that year.

Employees are also eligible to participate in the deferred compensation program administered by the International Association of Fire Fighters (IAFF). The District shall not contribute any additional funds to this program, but shall only contribute those funds that the employee requests, in writing, to be deducted from his/her paycheck. This option shall be provided so long as there are no additional administrative requirements placed on the District to create a deferred compensation committee pursuant to Federal statutes.

ARTICLE 36 – JOB CONNECTED INJURIES

A. In the event an employee is absent due to a temporary total service-connected disability which has been approved by the District's Claims Administrator, and which disability is the result of the employee performing activities which are unique to firefighters, the employee shall receive compensation as determined by the District's Claims Administrator plus that amount from the District which would cause the total amount received by the employee from both the District's Claims Administrator and the District to equal his/her salary at the time of his/her disability until such time as there is a medical determination made as to whether the employee can be returned to duty or is permanently disabled. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave, or other forms of leave. This provision shall not apply to a service-connected disability, which occurs while the employee is carrying out incidental duties to his/her firefighter duties.

B. Activities unique to firefighters include extinguishing fires, vehicle extinguishment/victim extraction, climbing ladders for firefighting/rescue purposes, pulling hose, ventilating roofs, entering confined spaces, climbing terrain in wildland fire incidents, handling hazardous materials, dealing with sick/injured patients and associated biohazards, and carrying of patients and/or victims, or training in the similar activities. Activities that are incidental to firefighter duties are those which can reasonably be expected to be performed by non-firefighters, such as writing reports, entering and exiting vehicles, walking and climbing stairs with the exception of those injuries incurred on incidents. The activities listed above are not all-inclusive. The initial determination whether a disability is the result of the employee performing activities which are unique to firefighters shall be made by the District, and any dispute shall be resolved through the grievance process.

C. It is the intent of the District to pay the on-the-job injured employee who meets the conditions set forth above the difference between his/her full bi-weekly base salary and that provided by the District's Claims Administrator. Therefore, the employee shall return to the District Treasurer all temporary total disability payments made by the District's Claims Administrator covering the period enumerated in Section A of this Article. No supplemental benefit provided for in Section A shall be given until after the employee has deposited his/her lost time benefit check with the Treasurer.

D. In the event an employee is absent due to a service-connected disability which has been approved by the District's Claims Administrator, and which disability is the result of the employee carrying out incidental duties to his/her firefighter duties, the employee

may elect to utilize accrued sick leave during which period the employee shall receive compensation from the District as provided in the Nevada Revised Statutes. When accrued sick leave has expired, if the employee is still, because of disability, unable to work he/she will be permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his/her sick and vacation leave, the employee shall be entitled to use any donations of vacation or compensatory leave from other employees. After exhausting all available leave, the employee shall receive compensation checks directly from the District's Claims Administrator and he/she shall be considered on a leave of absence without pay from the District.

E. The District will endeavor to ensure that the third party administrator health care provider provides the best and most rapid care to an injured employee who meets the conditions set forth above.

F. If an employee is injured under the conditions set forth in this Article and the injury will cause the employee to be absent from work, the District will ensure that the third party administrator Health Care Provider assigns a caseworker. The caseworker will assist with expediting proper care and treatment to the employee. The employee shall make every reasonable effort to maintain compliance with their respective treatment plans. Examples of compliance would be scheduling appointments and going to those appointments in a reasonable time frame and also complying with any agreed upon treatment plans such as physical therapy, medication usage, or physical limitations set forth by the physician. Should an employee not comply or fully cooperate, with the exception of reasons beyond their control, as stated above, he/she may be subject to the Progressive Discipline as listed in Article 47 (Discipline/Discharge) of this CBA.

G. The Fire Chief and/or his designee will represent the District in interacting with the District's Claims Administrator and/or caseworker. The Fire Chief and/or his designee shall be responsible for ensuring that the Claims Administrator and/or caseworker is acting in a timely manner to expedite any and all services needed by the employee to accelerate the treatment and recovery process.

H. The District will make the final determination whether or not light duty is offered to employees based on the financial impact and bonafide need. The Fire Chief and/or his designee and the Union will meet by mutual agreement, for the purpose of consulting on light duty policies for firefighters injured on or off duty.

I. Should an employee be rated by the Worker's Compensation carrier with a permanent partial disability or a permanent total disability that leaves the employee unable to perform all of the essential functions of his/her current position, the employee shall immediately file all necessary paperwork to initiate the retirement process. The employee, employer, and Union shall work to expedite the retirement process.

ARTICLE 37 – JOINT LABOR-MANAGEMENT SAFETY COMMITTEE

In order to address the mutual concerns of the parties on safety matters, the Union and

District agree to form a Joint Labor-Management Safety Committee. The Committee is an important link in the TMFPD Occupational Safety and Health Program. It provides a vital connection in the "top-down, bottom-up" approach to developing and maintaining a safe working environment. The Committee is hereby empowered and responsible for providing the following support:

1. Drafting new and revised safety policies and procedures.
2. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
3. Evaluate the root cause of accidents or injuries, based upon completed reports and investigations, and propose formal conclusions and corrective actions.

A. Composition

The Committee shall be composed of three (3) appointed members, plus the Health and Safety Officer. The TMFPD Chief or Designee shall appoint one (1) member. The Union President shall appoint two (2) members and one alternate, having at least two (2) years' experience with the District. The Health and Safety Officer shall serve as chairperson to the committee.

B. Voting

The members should be considered the voting body. While consensus should be the primary goal of the Committee, decisions on the recommendations, or a tie, shall be submitted to the Fire Chief for final determination.

C. Meeting

The Committee shall meet at least quarterly, or as needed, to effectively conduct the business at hand. Agendas for each meeting shall be given to the Health and Safety Officer no later than one (1) week prior to the meeting.

D. Participation

Members and authorized participants for the Committee shall be considered as performing the normal work duties and responsibilities for their positions when on Committee business. Up to two members appointed by the Union shall be allowed time off, with no loss of pay or any accrued leave, for all Safety Committee meetings when such members are scheduled to be on duty.

ARTICLE 38 – SAFETY TRAINING

The District agrees to provide training for all employees on the safety aspects of fire suppression and on the use and maintenance of protective equipment, protective clothing, respiratory apparatus, and any other protective devices that are required or selected for use by the District at no cost to the employee.

ARTICLE 39 – SAFETY EQUIPMENT

Protective clothing and personal safety equipment required by the District for employees in the performance of their duties shall be furnished by the District, without cost

to the employee, pursuant to the following:

A. Protective clothing shall be defined to include, but not limited to, the following protective garments as well as any other items of protective clothing and personal safety equipment which may subsequently be required by the District, by State or Federal law, Safety Manual, and/or other items mutually agreed to by the parties:

- (a) Wildland fire clothing
- (b) Structural fire protective coat and pants with liner and vapor barrier
- (c) Structural and wildland fire helmets
- (d) Goggles
- (e) Individual SCBA Mask
- (f) Neck shroud
- (g) Gloves
- (h) Suspenders, as appropriate
- (i) Fire equipment mechanics and technician boots
- (j) Wildland Hot Shield
- (k) Web gear
- (l) OSHA approved HEPA filter mask
- (m) PPE gear bag

Protective clothing for purposes of purchase and replacement shall not include clothing or uniforms as addressed in Article 45, Clothing Allowance.

B. The District will promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty.

ARTICLE 40 – REPAIR/REPLACEMENT OF PERSONAL PROPERTY

A. The District shall reimburse the employee for the cost of repairing or replacing authorized personal property which is damaged or destroyed if such personal property is lost at fires or related emergencies in the performance of his duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to eyeglasses, watches, contact lenses, and any other personal items approved by the Chief.

B. Reimbursement amounts shall be limited to two hundred dollars (\$200.00) per claim and two thousand dollars (\$2,000.00) in the aggregate within the contract year.

ARTICLE 41 – COMMUNICABLE DISEASE

A. In the event an employee covered under this Agreement or his/her supervisor suspects that, as a result of the course of duty, he/she has been exposed to or is the carrier of a serious communicable disease; the employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the

supervisor to determine if or when the employee is permitted to leave duty for this purpose.

B. Employees shall be provided with preventive measures designed to protect the employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as vaccines for Hepatitis, Flu, etc., blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the employee and the Employer shall not be held responsible for any consequences to the employee as a result of the employee having or not having received any vaccinations or tests or his/her refusal to use BSI. This does not waive the employee's rights under Workers' Compensation.

ARTICLE 42 – EDUCATION

A. The District shall pay all necessary costs for any schooling or training required by the District.

B. The District shall reimburse employees for 100% of the employees' cost for books and tuition for courses taken pursuant to a program leading to an Associate Degree in Fire Science and for Employment-related courses taken beyond the Associate Degree level.

1. In order to receive the benefit conferred by the section above, courses taken require the prior review of the Education Committee with final approval by the Fire Chief or his designee and satisfactory completion.

2. Satisfactory completion shall be interpreted to mean a minimum final grade of "C" or its equivalent.

C. In order to be eligible for educational reimbursement under this Article, an employee must be certified as a permanent employee. Eligible employees shall be considered on a first-come first-serve basis, except that: continuing students shall be given priority over beginning students.

D. Textbooks, if purchased by the District under part B of this Article for courses taken, shall become the property of the District and utilized by the District as a reference library available to the employees of the District.

E. The Fire Chief, his designee, or the Education Committee shall not withhold approval for educational reimbursements to eligible employees to the extent that funds budgeted pursuant to this Article in any fiscal year are unspent.

F. The District will provide additional compensation to all employees who maintain EMT-Intermediate or Paramedic certifications through the State of Nevada only as described herein. Personnel assigned to the rank of Firefighter/Paramedic will not qualify for additional compensation. Personnel who maintain EMT-Intermediate or Paramedic certifications outside of the rank of Firefighter/Paramedic shall be entitled to receive compensation for the highest of the two certifications, but not both. Qualified Paramedics

outside of the rank of Firefighter/Paramedic shall be expected to perform ALS functions AS NEEDED and maintain apparatus ALS licensure. However, if assignments to be the sole ALS provider on an apparatus become a long-term assignment, the District shall compensate the employee in accordance to the differential of pay between a Firefighter and Firefighter/Paramedic. For example, if the District hires a Firefighter with Paramedic certification, but does not classify that employee as a Firefighter/Paramedic, the District must only use that Firefighter occasionally for ALS purposes. If that Firefighter is used to perform the same duties as a Firefighter/Paramedic for an extended duration, that Firefighter shall be compensated as stated above, or reclassified into the Firefighter/Paramedic classification. Any change in requirements for certification by the State or District shall cause this section to be renegotiated.

1. EMT-Intermediates: All personnel maintaining current EMT-Intermediate certification in the State of Nevada shall receive compensation equivalent to 3% of base pay, included in each bi-weekly payroll

2. Paramedics: All personnel maintaining current Paramedic/EMT-Advanced certification in the State of Nevada shall receive compensation equivalent to 6% of base pay, included in each bi-weekly payroll.

ARTICLE 43 – TRAINING COURSES AND SEMINARS

Employees will be reimbursed for seminars and training programs pursuant to the following:

- A. To be eligible for reimbursement, the seminar or training program must be approved fourteen (14) days in advance by the Fire Chief or his designee. If the training request is submitted less than fourteen days in advance, the Fire Chief or his designee has the authority to approve the training reimbursement request.

- B. The training program must be directly related to improving the employees' proficiency in performing the assigned duties of their current position with the Truckee Meadows Fire Protection District; or otherwise directly related to the employees' career advancement within the Truckee Meadows Fire Protection District.

- C. The employee shall, prior to enrollment in any seminar or training program for which reimbursement is sought, provide information to the Fire Chief. The information shall include location of course, seminar, or training program; dates; total costs; sponsor; and content of the educational course or seminar; together with reasonable information as may be required by the Fire Chief.

1. Only full-time employees, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.

2. Unless approved otherwise by the Fire Chief, or his designee, such seminars or training programs shall be taken on the employee's own time.

3. No employee shall be reimbursed for more than five hundred dollars (\$500.00) per fiscal year for costs incurred within that fiscal year, unless otherwise approved by the Fire Chief or his designee.

D. Reimbursable expenses shall include the following; any fees for seminars or training programs, reasonable costs for required course materials, lodging, meals, and transportation. The employee shall pay all of the above costs in advance. Upon completion of the seminar or training program, the employee shall submit proof of satisfactory completion of the seminar or training or other evidence of attendance and detailed receipts of all costs incurred. Upon approval of the Fire Chief, the employee shall be reimbursed for costs up to five hundred (\$500.00) dollars, unless otherwise approved by the Fire Chief or his designee.

E. Costs for classes or training that are required to maintain an employee's current job classification will not be counted toward the five hundred dollar (\$500.00) annual allotment.

F. All new hire employees will be required to receive no less than 80 hours of training related to all applicable job functions of that employee's classification prior to being made eligible to respond to emergency calls.

G. Minimum training requirements of all firefighters eligible to respond to emergency calls within the District shall include the following:

1. All firefighters will maintain valid certification as a NV Firefighter II (or equivalent if changes are made to certification requirements after the agreement of this contract) in order to respond to any type of fire related incident.
2. All firefighters must maintain a current "red card" in order to be eligible for response to wildland fire incidents. Qualified personnel shall be issued a red card upon satisfactory completion of their annual physical.
3. All personnel who respond to medical incidents within the District shall maintain no less than an EMT-B certification.
4. All personnel shall receive a minimum of 240 hours of annual documented training in areas that comply with NFPA, ISO, and OSHA guidelines in addition to position specific training above the firefighter level.

ARTICLE 44 – REIMBURSEMENT FOR MILEAGE

A. In the event an employee is required by the Fire Chief or his designated representative to use a personal vehicle for the conduct of District business, the employee shall be reimbursed for each mile traveled at the current rate established by the current applicable IRS rate or the Board of Fire Commissioners, whichever is greater.

B. In the event an employee is contacted while off-duty and is required by the Fire Chief or his designated representative to report to a station which is not his regularly assigned station to work his regularly scheduled shift and if he needs to pick up his personal equipment at his regular station, said employee shall be paid mileage from his regular station to his newly assigned station. Retrieving personal equipment from his regularly assigned duty station is not to be considered hours worked.

ARTICLE 45 – CLOTHING ALLOWANCE

A. Each employee shall receive a clothing or uniform allowance in the amount of \$1,000.00 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.

B. Both parties further agree that a special emphasis will be placed on a "one uniform" concept. Any uniform changes are to be discussed between the Union and the District and must be mutually agreed on before being implemented.

C. In the event of a uniform change, all Fire District members who are required to wear a uniform will, within a one (1) year period from the effective date of the change, convert to the new type uniform.

ARTICLE 46 – RELIEF AT INCIDENT

It is the intent and desire of the District and the Union to avoid accidents and injuries on the emergency scene. Therefore, when an emergency incident requires the provision of proper relief personnel, facilities, and/or equipment (i.e. food, sanitation, and shelter), the District shall make reasonable efforts to obtain same to facilitate a safe and effective environment for those employees involved.

ARTICLE 47 – DISCIPLINE/DISCHARGE

A. The District shall not reprimand, demote, suspend, or discharge an employee without just cause. The term "just cause" includes the concept of progressive discipline, where appropriate. Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards.

1. It is the policy of the District, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed only in the event of gross misconduct. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions. Verbal warnings or written reprimands may be administered by the employee's immediate supervisor, or the Fire Chief. A demotion, suspension or discharge shall be administered by the Fire Chief.

a. Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense.

b. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning states the nature of the offense and specifies any future disciplinary action which may be taken against the Employee if the offense is repeated. A copy of the written warning is placed in the Employee's personnel file, but it is removed eighteen (18) months following the date on which it was given if the intervening service has been satisfactory. The Employee is required to read and sign the formal warning and has the right to appeal if the Employee thinks the warning is unjustified.

c. Suspension Without pay –

i. If, despite previous warnings, an Employee fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. An employee may be suspended without pay without prior infractions for serious offenses. Under suspension, the Employee is barred from working for a period of time and his/her salary is docked accordingly. Suspension without pay actions could range from one (1) to five (5) shifts for line personnel and one (1) to ten (10) work days for eight (8) or ten (10) hour personnel.

ii. An Employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal District business.

iii. If the Employee is found to have been suspended inappropriately, pay and benefits for the period of suspension will be reinstated (except that if insurance has lapsed, coverage for time passed cannot be reinstated).

d. Discharge - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be discharged. In the case of a serious infraction (gross misconduct), an Employee may be summarily discharged without benefit of the progressive and corrective discipline's sequence of lesser actions.

e. Notice of Intent - Before taking action to discharge, demote or suspend an Employee having permanent status, i.e., Employees who have successfully completed an initial probationary period of twelve months, the District shall serve on the Employee and the Union, (unless the Employee requests in writing that the Union not be notified), either personally or by certified mail, a "Notice of Intent" which shall contain the following:

1. A statement of the District's intention.
2. A statement of the cause or causes upon which the action is based.
3. A statement that the Employee may review and shall receive upon request, copies of material upon which the action is based.
4. A statement that the Employee has seven (7) calendar days to respond to the charges, either orally or in writing.

The Employee or the Union, upon whom "Notice of Intent" has been served, shall have seven (7) calendar days to respond or protest to the District either orally or in writing before the proposed action may be taken.

B. Protest of Action:

1. The Union may protest any disciplinary action taken under this article which shall be an appeal considered and processed in accordance with Article 59 (Grievance Procedure), commencing at step 3, except as provided below.
2. A rejection of an Employee during a probationary period is not considered disciplinary action. Probationary Employees who are rejected during their initial probationary period are not subject to the grievance procedure.
3. An Employee who is promoted and subsequently rejected during his promotional probationary period shall be returned to the lower classification from which he was promoted.

C. For the purpose of this article employee is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 3 of this CBA.

D. The parties recognize for the purpose of progressive discipline, nothing shall be used against an employee in a demotion, suspension or discharge action unless the employee has been notified in writing. In the event that there has been such notification, written reprimands shall not be used against an employee if it has been in the employee's file for a period of eighteen (18) months, discounting periods of leaves of absence, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply 1) to any discipline rising to the level of a suspension or demotion, or 2) to any disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The purpose of the second exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

Upon written request of an employee to the Fire Chief, disciplinary material that has been in the employee's file for a period of eighteen months may be removed from the employee's personnel file at the discretion of the Chief, excluding those materials relating to Title VII referred to in Section D above.

E. Disciplinary materials removed from an employee's personnel file shall be maintained by the Human Resources Department as historical records of discipline imposed and for the purpose of providing a defense in any future employment litigation involving the District.

ARTICLE 48 – GRIEVANCE PROCEDURE

I. GENERAL

A. Definitions

1. Grievance: A grievance is a disagreement between an individual, or the Union, and the Employer concerning interpretation, application, or enforcement of the terms of this Agreement.
2. Grievant:
 - (a) A District employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved, or the Union on behalf of an employee(s).
 - (b) The Union may file a grievance alleging a violation of the provisions of this Agreement on matters impacting the bargaining unit, as a whole, such as conflicting interpretations of contractual provisions.
 - (c) An employee covered by the terms of this Agreement is not precluded from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of this Agreement.
3. Day: For purposes of this procedure, a day is defined as a calendar day.

II. PROCEDURE

A. Informal: The aggrieved employee shall take up the grievance with his immediate supervisor and/or Battalion Chief within fourteen (14) days of its occurrence. The Battalion Chief shall attempt to adjust the matter at the time.

B. If the decision of the Battalion Chief does not resolve the grievance, the Union shall proceed as follows:

Step 1: Within fourteen (14) days of knowledge of the occurrence, the Union may submit a signed written grievance to the Fire Chief. Within five (5) days from the date the written grievance is received, the Fire Chief shall schedule a meeting with the Union to review and discuss the grievance for attempted resolution. The above may occur with or without the presence of the grievant. If the grievance is not settled, the Fire Chief shall respond in writing to the grievance within five (5) days of the date the meeting was conducted.

Step 2: Within ten (10) days following failure to settle the grievance under Step 1, the Union may submit it to the Washoe County Labor Relations Manager. Within five (5) days from the date the written grievance is received, the Washoe County Labor Relations Manager or his/her designee shall schedule a meeting with the Union to review and discuss the grievance for attempted resolution. If the grievance is not resolved, the Labor Relations Manager shall provide a written response to the grievance.

Step 3: Within ten (10) days following failure to settle the grievance under Step 2, the Union may submit it to arbitration.

C. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration rule of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, which will be the arbitrator to hear the dispute. For the first grievance hearing the Union shall strike the first name. From that point forward, the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.

D. The findings of this Arbitrator shall be final and binding on all parties concerned.

E. The costs of arbitration shall be borne as follows:

1. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs, and data to be presented to the Arbitrator shall be borne separately by the respective parties.
2. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by both parties to the arbitration.
3. If either party requests a court reporter, the requesting party will pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

F. Failure to Act: If the management response to a grievant at any level of the procedure is not appealed within the prescribed time limits, said grievance shall be considered settled on the basis of the last answer provided and there shall be no further appeal, review, or re-submission of said grievance. Should management not respond within the prescribed time limits, the grievance shall proceed to the next level.

G. Waiver of Time Limits: Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of any of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the District by the Fire Chief or his Chief Deputy.

H. Settlement of Grievance Outside of Arbitration: The District shall accept no grievance settled by an employee in a classification represented by the International Association of Fire Fighters (I.A.F.F.), Local 3895, unless said employee has received the concurrence of the Fire Chief or his Chief Deputy on the settlement.

ARTICLE 49 – REDUCTION IN FORCE

District retains the right described in NRS 288.150(3)(b) to reduce in force or layoff

any employee because of a lack of work or lack of money, as determined by the District, subject to the procedures described in this article.

In the case of a personnel reduction and/or a reduction of services, due to the lack of work or lack of money, the employee with the least seniority shall be laid off first. All reduction in force shall be established by seniority in the Department. Departmental seniority shall be established from Article 50. Employees shall be recalled in the order of their seniority. No new employee shall be hired until all laid-off employees have been given opportunity to return to work.

1. The District shall notify the Union of the need to reduce the number of employees who are on payroll within the bargaining unit at least ninety (90) days before the effective date of a layoff. Such notice shall be given in writing addressed to the Union by certified mail. The notice shall disclose the number of positions affected, the rank or classification of each position so affected, and the division or divisions, if any, which are to be affected. Immediately after issuing the notice, the District shall give the Union a reasonable period of time, of no less than thirty (30) days, within which it shall meet and negotiate. The District shall respond to any proposals, which the Union may make in response to the subject matter of notice.
2. Each employee who is to be reduced in rank or laid off as a consequence of a reduction in force or the disbandment of any division shall be given written notice, at least sixty (60) days before such action is to occur, of the date, purpose and nature of the action that is to be taken with regard to him or her. The notice shall state the reasons for the action, and any rights, which the employee may have under the Department Policies and Procedures or this agreement with regard to his or her employment. A copy of the notice also shall be delivered to the Union.
3. In the event that a reduction in force results in the need for a redistribution of employees from superior ranks to lesser ranks, such reductions in ranks shall be accomplished by reducing in rank those employees with the least tenure in the affected rank counting from the employee's date of promotion.
4. An employee who is laid off shall be paid for all accrued time in accordance with this agreement.
5. All employees who are reduced in rank or laid off shall not suffer any loss in benefit or entitlement accrued proper to the date of the action, e.g., holidays, vacation, personal leave, pension, and overtime, earned, accumulated and unused at the time of reduction in rank or layoff.
6. Each employee who is bumped out of rank or classification shall, in turn, be reduced only one rank, to the rank or classification immediately junior. This shall not pertain to layoffs, which shall be consistent with District seniority rights.
7. The employee shall receive the maximum salary for the lower grade. If the current salary is less than the maximum of the lower grade, the employee shall receive the closest salary rate of the lower grade.

8. No employee shall be promoted in a class where a demotion occurred due to a Reduction in Force until those who were demoted are offered positions in that Class.
9. For the purpose of this article, employee is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this agreement.
10. In the event the District determines that it will offer employees incentives for voluntary, early separations of service or retirement, the District shall establish the criteria for eligibility and the amount of such incentive. Employees who elect to accept such offers may accept the incentive as a lump sum payment, and/or apply the incentive towards PERS credit purchases.
11. In the event a management level position such as Battalion Chief or other position outside of the positions represented by Local 3895 is eliminated and results in a layoff of those personnel, the affected person shall have the right to return to his/her previously held position provided they were promoted out of Local 3895 and not hired from the outside. Upon returning to said position, the class seniority shall be set at the same amount of time that existed upon last occupying such position. Any seniority that was accumulated in a management level position shall be excluded from the class seniority for the re-occupied position. In no event shall this provision be utilized to circumvent a disciplinary demotion or voluntary demotion.

ARTICLE 50 – SENIORITY

A. Seniority Defined

1. Seniority shall be based upon all continuous time with the State of Nevada Division of Forestry for employees hired by the District prior to July 1, 2006, in addition to time accrued with the District.
2. For employees formerly employed by the City of Reno Fire Department who transitioned employment to the District in June 2012, seniority shall be based upon all continuous time with the City of Reno Fire Department in addition to time accrued with the District.
3. For employees hired on or after July 1, 2006, seniority will be solely based on time with the District.
4. Periods of separation may not be bridged to extend such service unless the separation was the result of a layoff.

B. District Seniority

District seniority shall be determined by the following means:

- (a) Date of Employment.
- (b) Entrance examination grade.
- (c) Date of original application.

In the event Factor (a) is not conclusive, Factor (b) shall govern. In the event Factor (b) is not conclusive, Factor (c) shall govern. In the event there is a tie, the employee holding

the highest rank shall have seniority. In the event there is still a tie, seniority shall be determined by the drawing of lots.

C. Class Seniority

Seniority within a class shall be determined by the following means:

- (a) Date of promotion or appointment to the class, or in the case of an employee displacing to a lower class in which he has not held an appointment, the date in the lower class shall be the date of appointment or promotion in the higher class from which the employee is being reduced.
- (b) Examination score for that class.
- (c) District seniority.

In the event Factor (a) is not conclusive, Factor (b) shall govern and, in the event Factor (b) is not conclusive, Factor (c) shall govern.

D. Seniority List

The District and the Union agree that a seniority list showing the date of hire and the date of last promotion (when such is applicable) shall be established and brought up to date at the start of each fiscal year and posted on the Fire District bulletin boards. If no employee or the union protests seniority shown on their behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new seniority list.

E. Seniority Station Bidding

Seniority for station bidding shall be determined by Class Seniority (C. of this section) for that position and shall not be determined by total District time, except in the event of a tie.

- 1. Due to the special skillset required, the position of Logistics Captain is exempt from this provision and shall be appointed by the Fire Chief or his designee.

F. Seniority Broken

Seniority shall not be broken by annual leave, sick leave, maternity leave, military leave, or any other type of leave.

ARTICLE 51 – POLYGRAPH EXAMINATIONS

No member shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to polygraph examinations. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Truckee Meadows Fire Protection District does not compel fire safety personnel to submit to polygraph examinations".

ARTICLE 52 – PHYSICAL EXAMINATIONS

A. Any and all examinations required by the Nevada Revised Statutes relating to District employment which are performed by a District designated physician shall be paid by the

District at no cost to the employee.

B. It is the responsibility of the District to schedule any and all examinations with a District designated physician pursuant to NRS 616, 617 and applicable Employees' Insurance of Nevada regulations, including Hazardous Materials exams as required by O.S.H.A, on or before the birthday month of the employee.

1. The District shall schedule such examinations while the employee is scheduled to be on or off duty. Any time spent for such examinations shall be considered hours worked, not to exceed six (6) hours, and shall be paid in accordance with Article 18, Overtime.
2. There shall be no loss of pay or any accrued leave to the employee.
3. If, as a result of the physical examination, further testing is required, any additional costs for testing shall be paid by the District.

C. An employee may elect to utilize his own personal physician to obtain an annual physical to comply with NRS 616 and 617. If an employee makes such an election, the employee shall be responsible for scheduling the examination, and such examination shall be administered while the employee is off duty. The time spent taking the examination shall be considered as hours worked, not to exceed six (6) hours.

1. The employee shall provide the District with the required information from such examination on or before his birthday month of each year.
2. The District shall pay for the cost of the examination with the employee's personal physician up to an amount equal to the cost of the examination with a District designated physician.
3. If as a result of the physical examination further testing is required, any additional costs for testing shall be paid by the District up to an amount equal to the cost of the examination with a District designated physician.

D. It is the responsibility of the employee to obtain an annual physical examination for the "Heart and Lung Bill" (NRS 616 and 617). The employee shall endeavor to schedule his/her examination during his/her birthday month. If this does not occur, pursuant to NRS, the District shall schedule said appointment. The District shall not schedule any appointments that interfere with previously scheduled leave times.

ARTICLE 53 – UNION BUSINESS

A. Any members of the Union Executive Board or Union Committee members shall have access to a 'pool' of man-hours donated by individual Union members. Each of these members may draw upon this 'pool' as needed or required to conduct Union business. The District agrees to annually contribute seventy two (72) hours to this pool on July 1 of each year.

B. It shall be the responsibility of the Union president to control the maintenance, usage, and records for said 'pool' time.

C. Safety Committee and/or Joint Labor-Management meetings will not require use of said 'pool' hours.

D. Subject to scheduling conflicts, the District agrees to allow the Union to use Employer property for Union meetings.

Release Time for Negotiations:

Two (2) members of the Union Negotiating Committee shall be allowed time off, with no loss of pay or any accrued leave, for any and all meetings between the District and the Union for the purpose of contract negotiations when such members are scheduled to be on duty.

Release Time for Grievances:

The District shall provide time off, with no loss of pay or any accrued leave, to the grievant and up to one (1) Union representative for any and all meetings between the District and the Union for the purpose of processing grievances when such members are scheduled to be on duty.

ARTICLE 54 – UNION DUES DEDUCTION

A. The District shall cause dues to be deducted from the salaries of Union Members and promptly pay over to the proper officers of the Union the money so collected.

B. No deduction shall be made, except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

C. There shall be no restriction on the right of an employee to terminate his dues deduction authorization.

D. The Union shall certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

E. Upon written authorization to Payroll from an employee, either directly or through a limited power of attorney, the District agrees to deduct on a bi-weekly basis from the wages of said employee such sums as necessary for any other payroll deduction types authorized by the District. Each employee shall have the right to terminate such payroll deductions at any time upon written request to Payroll.

F. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues.

ARTICLE 55 – BULLETIN BOARDS

- A. The District will furnish and maintain, in good repair, suitable bulletin boards in each fire station for use by the Union in posting Union notices and other information. There shall also be a Union bulletin board located in the Fire Prevention offices, the Fire Equipment Mechanic's shop, and the Fire Training office. Additionally, the District will furnish a working area for the Union computer and desk at each station.
- B. It will be the responsibility of the Union to identify such boards as the I.A.F.F. board.
- C. The Union agrees to hold the District harmless for all materials posted upon the Union bulletin boards.
- D. The material posted on bulletin boards shall not be obscene, defamatory, or of a partisan political nature. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed as soon as no longer timely.

ARTICLE 56 – MAINTENANCE OF EXISTING CONDITIONS

- A. The District agrees to maintain the following for the duration of this Agreement:
 - 1. The use of all public utilities in the fire station.
 - 2. Recreational time and exercise periods subject to the approval of the immediate supervisor.
 - 3. The right to work on personal projects and use station facilities after normal working hours, subject to approval of the immediate supervisor.
 - 4. The provision of personal lockers with a serviceable locking mechanism.
 - 5. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.
 - 6. The initial provision of shield and nametag.
 - 7. The provision of release time at no loss of pay for voting privileges in any state, national, or local election.
 - 8. The provision of potable water where applicable.
 - 9. The District shall provide all employees a copy of the Agreement presently in effect. The District and the Union agree to share equally the cost of printing and reproduction of the Agreement.
- B. The District shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:
 - 1. Effective waterproofing and weather protection of roof and exterior walls and doors.
 - 2. Plumbing facilities that conform to applicable law when installed and which are maintained in good working order.
 - 3. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the District.
 - 4. Adequate heating facilities that conform to applicable law when installed and are maintained in good working order.

5. Electrical lighting, outlets, wiring, and electrical equipment that conformed to applicable law when installed and are maintained in good working order.
6. Floors, walls, ceilings, stairways, and railings maintained in good repair.
7. Ventilating, air conditioning, and other facilities and appliances maintained in good repair.
8. Stoves for meal preparation and dishwashers for sanitation purposes. Said appliances shall be maintained in good repair.
9. Washer and dryer for washing station towels, rags, etc.

C. In the event that repairs and/or maintenance beyond that which is commonly performed by employees becomes necessary, the District shall perform or otherwise arrange for the performance of such repairs and/or maintenance. The District shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

ARTICLE 57 – POLITICAL ACTIVITY

- A. Employees may engage in political activity that is not prohibited by State laws or County code.
- B. Employees will not engage in political activity while on duty or in uniform. Political activity is activity to elect or defeat any candidate, political party, or ballot issue.
- C. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.

ARTICLE 58 – PERSONNEL FILES

- A. The District will maintain a personnel and health file on each employee.
- B. Any employee has the right to review their personnel file and/or health file upon request to Human Resources and by appointment. This right is limited to the individual employee to review his/her own personnel file and/or health file. However, an employee may, with proper release forms, permit his/her personnel file and/or health file to be reviewed by a party so authorized upon presentation of properly executed forms to the Director of Human Resources.
- C. Employees are encouraged to place in their files any educational or other accomplishments that serve to recognize an achievement bearing on both the employee and the District.
- D. Only those people working in Human Resources, those people in the immediate chain of command of the employee, and the Fire Chief shall have access to an employee's files. In addition, the District's authorized attorney(s) shall have the right to access an employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the employee.

E. Any derogatory materials placed in an employee's files shall be copied to the employee. The time, date, and name of the individual responsible for placing derogatory information into a file shall also be given to the employee.

F. Any employee under this policy, upon reviewing his/her personnel file and/or health file who finds inaccurate or misleading material, may prepare and present to Human Resources a clarifying statement pertaining to the document in question requesting removal of said document from his/her personnel file and/or health file.

G. No information from any employee personnel file and/or health file may be given to a for-profit business without the written permission of the employee.

H. Unless otherwise directed by the employee, the Union shall be notified within five (5) working days of any disciplinary materials placed in an employee's files.

ARTICLE 59 – CONSOLIDATION

1. The District agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of Local 3895 I.A.F.F., with the Union over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which Local 3895 I.A.F.F. has a legal interest.

2. For the purpose of this article, 'employee' is representative of those non-supervisory, supervisory, and emergency support personnel covered under Article 2 of this Agreement.

ARTICLE 60 – EXECUTION DATE

This Agreement was mutually agreed upon by the parties, ratified by the Union, and adopted by the Board of Fire Commissioners. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 28th day of October, 2014.

David Humke, Chairman
Truckee Meadows Fire Protection District

Joe Schum, President
Truckee Meadows Fire Fighters Association, I.A.F.F. Local 3895

**Appendix A – Salary Schedule
(Effective 07/01/14)**

| <u>Classification</u> | <u>Step</u> | <u>Hourly Rates</u> | | |
|-------------------------|-------------|---------------------|-----------------|-----------------|
| | | <u>2.25% COLA</u> | <u>2% COLA</u> | <u>2% COLA</u> |
| | | <u>07/01/14</u> | <u>07/01/15</u> | <u>07/01/16</u> |
| | | <u>FY 14/15</u> | <u>FY 15/16</u> | <u>FY 16/17</u> |
| Fire Captain | 1 | 20.95 | 21.37 | 21.80 |
| (2912 Hours) | 2 | 22.37 | 22.82 | 23.28 |
| Police/Fire PERS | 3 | 23.89 | 24.37 | 24.86 |
| | 4 | 25.50 | 26.01 | 26.53 |
| | 5 | 27.24 | 27.78 | 28.34 |
| Fire Captain | 1 | 29.33 | 29.92 | 30.52 |
| (2080 Hours) | 2 | 31.32 | 31.95 | 32.59 |
| Police/Fire PERS | 3 | 33.45 | 34.12 | 34.80 |
| | 4 | 35.70 | 36.41 | 37.14 |
| | 5 | 38.14 | 38.89 | 39.68 |
| Fire Equipment Operator | 1 | 18.66 | 19.03 | 19.41 |
| (2912 Hours) | 2 | 19.93 | 20.33 | 20.74 |
| Police/Fire PERS | 3 | 21.28 | 21.71 | 22.14 |
| | 4 | 22.72 | 23.17 | 23.63 |
| | 5 | 24.26 | 24.75 | 25.25 |
| Fire Equipment Operator | 1 | 26.12 | 26.64 | 27.17 |
| (2080 Hours) | 2 | 27.90 | 28.46 | 29.04 |
| Police/Fire PERS | 3 | 29.79 | 30.39 | 31.00 |
| | 4 | 31.81 | 32.44 | 33.08 |
| | 5 | 33.96 | 34.65 | 35.35 |
| Firefighter/Paramedic | 1 | 18.66 | 19.03 | 19.41 |
| (2912 Hours) | 2 | 19.93 | 20.33 | 20.74 |
| Police/Fire PERS | 3 | 21.28 | 21.71 | 22.14 |
| | 4 | 22.72 | 23.17 | 23.63 |
| | 5 | 24.26 | 24.75 | 25.25 |
| Firefighter/Paramedic | 1 | 26.12 | 26.64 | 27.17 |
| (2080 Hours) | 2 | 27.90 | 28.46 | 29.04 |
| Police/Fire PERS | 3 | 29.79 | 30.39 | 31.00 |
| | 4 | 31.81 | 32.44 | 33.08 |
| | 5 | 33.96 | 34.65 | 35.35 |

Note: Effective 07/01/14 – Fire Equipment Operator pay increased to match Firefighter/Paramedic pay.

**Appendix A – Salary Schedule
(Effective 07/01/14)**

| <u>Classification</u> | <u>Step</u> | <u>Hourly Rates</u> | | |
|----------------------------|-------------|---------------------|-----------------|-----------------|
| | | <u>2.25% COLA</u> | <u>2% COLA</u> | <u>2% COLA</u> |
| | | <u>07/01/14</u> | <u>07/01/15</u> | <u>07/01/16</u> |
| | | <u>FY 14/15</u> | <u>FY 15/16</u> | <u>FY 16/17</u> |
| Firefighter | 1 | 16.31 | 16.64 | 16.97 |
| (2912 Hours) | 2 | 17.41 | 17.76 | 18.12 |
| Police/Fire PERS | 3 | 18.60 | 18.97 | 19.35 |
| | 4 | 19.86 | 20.26 | 20.67 |
| | 5 | 21.21 | 21.63 | 22.06 |
| Firefighter | 1 | 22.83 | 23.30 | 23.76 |
| (2080 Hours) | 2 | 24.37 | 24.86 | 25.37 |
| Police/Fire PERS | 3 | 26.04 | 26.56 | 27.09 |
| | 4 | 27.80 | 28.36 | 28.94 |
| | 5 | 29.69 | 30.28 | 30.88 |
| Fire Mechanic | Min. | 25.15 | 25.65 | 26.16 |
| (2080 Hours) | Max. | 32.69 | 33.34 | 34.01 |
| Regular PERS | | | | |
| Fire Prevention Specialist | Min. | 29.32 | 29.91 | 30.51 |
| (2080 Hours) | Max. | 36.42 | 37.15 | 37.89 |
| Regular PERS | | | | |
| Fire Prevention Specialist | Min. | 26.72 | 27.25 | 27.80 |
| (2080 Hours) | Max. | 33.19 | 33.85 | 34.53 |
| Police/Fire PERS | | | | |

Note: Effective 07/01/14 – Fire Mechanic base wage increased by 5% + 2.25% COLA for 7.25% total.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM JA
Finance VB
Legal DWV
Risk Mgt DT
HR JL

DATE: October 2, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a two year term, and if approved, authorize the Chairman to sign on behalf of the Board. (All Commission Districts)

SUMMARY

Discussion and possible approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a two year term, and if approved, authorize the Chairman to sign on behalf of the Board.

Strategic Objective supported by this item: *Valued, Engaged Employee Workforce*

PREVIOUS ACTION

April 24, 2012, the Truckee Meadows Fire Protection District Board of Fire Commissioners recognized the SFPD Chief Officers Association pursuant to NRS 288.160 as the exclusive bargaining unit for current employees as identified in Article 2 of the Collective Bargaining Agreement between the Sierra Fire Protection District and the Chief Officers Association which was assumed by the District on April 10, 2012.

April 10, 2012, the Sierra Fire Protection District Board of Fire Commissioners approved a collective bargaining agreement between the Sierra Fire Protection District and the Sierra Fire Protection District Chief Officers Association for a two year term from April 9, 2012 until June 30, 2014.

March 27, 2012, the Board of Fire Commissioners approved the Interlocal Agreement for Fire Service between SFPD and TMFPD which provided for the administrative and operational consolidation of the two fire Districts. On June 24, 2014, the Board approved Amendment No. 1 to extend the term of the agreement until June 30, 2016.

BACKGROUND

Two-Year Term: Effective July 1, 2014, and shall continue until June 30, 2016.

Salaries: Each year of the contract includes a cost of living increase: 4.50% in FY14/15 and 3.0% in FY15/16.

Retiree Health: Extends retiree health benefits to all employees hired with the District on or before July 1, 2014; Medicare will become primary insurance coverage when retiree is Medicare eligible.

Uniform Pay: Increased uniform allowance from \$850/year to \$1,000/year.

Vacation/Sick Leave: Increased sick and vacation leaves to a level consistent with regional parity.

FISCAL IMPACT

The estimated fiscal impact of the Collective Bargaining Agreement is as follows:

Salaries: The cost of living increases are estimated at \$50,400 in FY14/15 and \$85,400 in FY15/16.

Retiree Health: Overall decrease in long term liability due to Medicare becoming primary when retiree is Medicare eligible. Savings is yet to be actuarially determined.

Uniform Pay: Additional cost estimated at \$1,050 per year.

Vacation/Sick Leave Increases: Additional cost estimated at \$17,200 per year.

PERS: Contribution rate increase (if any) to be paid by the District in lieu of a raise.

The total estimated impact is \$68,650 FY14/15 and \$103,650 FY15/16. There are sufficient funds budgeted in the FY14/15 General Fund budget to cover these additional salaries and benefits. Also, there will be a significant decrease in the long term liability of the retiree health benefit due to Medicare becoming the primary insurance when the retirees are Medicare eligible. This saving is yet to be determined with an actuarial.

RECOMMENDATION

Staff recommends the approval of a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a two year term, and if approved, authorize the Chairman to sign on behalf of the Board.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to approve a collective bargaining agreement between the Truckee Meadows Fire Protection District and the Truckee Meadows Fire Protection District Chief Officers Association for a two year term, and if approved, authorize the Chairman to sign on behalf of the Board."

AGREEMENT

BETWEEN

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

AND

**TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT CHIEF
OFFICERS ASSOCIATION**

2014-2016

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ARTICLE 1 – PREAMBLE

A. This agreement is entered into by and between the Board of Washoe County Commissioners as ex-officio Board of Fire Commissioners for the Truckee Meadows Fire Protection District, hereinafter referred to as the “District”, and Truckee Meadows Fire Protection District Chief Officers Association, hereinafter referred to as the “Association”. This agreement sets forth the full and entire agreement between the parties.

B. It is the purpose of this agreement to achieve and maintain harmonious relations between the parties, to provide for equitable and peaceful adjustment of disputes, which may arise over the interpretation and application of this agreement, and to establish fair and equitable standards of wages, hours, and other conditions of employment.

C. The Association and District will act in good faith and with a cooperative attitude to improve the quality and efficiency of fire protection for citizens of the Truckee Meadows Fire Protection District.

ARTICLE 2 – RECOGNITION

A. The District hereby recognizes the Association as the exclusive bargaining agent for the following management personnel in the Truckee Meadows Fire Protection District including but not limited to:

1. Battalion Chief
2. Fire Marshal

B. In the event any new management position(s) are established during the term of this agreement by the District, not listed above, and recognizing that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this agreement upon approval of the Chief or his designee.

C. The District shall notify the Association president of all changes to the job classifications covered by this Agreement.

ARTICLE 3 – RIGHTS OF ASSOCIATION

A. The District recognizes its statutory obligation to negotiate any departmental rule, policy, or procedure that is related to a mandatory subject of bargaining as enumerated under NRS 288.150. In the event there is a dispute over whether a rule, policy or procedure falls within the scope of mandatory bargaining, said dispute shall be submitted to the Local Government Employee-Management Relations Board and shall not be subject to the grievance procedure contained in this Agreement.

B. The Fire Chief and/or his designee shall meet as needed and/or requested by either party with representatives of the Association for the purpose of engaging in Labor Management meetings. The purpose of said meetings is to informally discuss matters of concern and/or interest to either party.

C. On-duty time shall be provided for up to two (2) Association representatives, and may be increased if both parties mutually agree.

ARTICLE 4 – MANAGEMENT RIGHTS

It is understood and agreed between the parties that nothing contained in this Agreement shall be construed or interpreted to infringe upon any management rights of the District as set forth in NRS 288.

ARTICLE 5 – PREVAILING RIGHTS

Benefits, including present working conditions, previously existing will not be diminished by any provision or failure of any provision of this Agreement without mutual consent of the parties (for purposes of this Article, only the continuation or start of practices following July 1, 2006 will be considered as past practices). There will be no change in any matter covered by this Agreement without the mutual consent of the parties. There will be no change in any matter within the scope of representation without negotiations as required by NRS 288.

ARTICLE 6 – SUCCESSIONSHIP

1. The District agrees not to sell, merge, or convey or cause to sell, merge or convey or otherwise transfer or cause to transfer its operations to a new employer without first securing the agreement of the successor to assume the District's obligations of wages, hours, terms and conditions of employment.

ARTICLE 7 – STRIKES AND LOCKOUTS

A. Neither the Association nor any employee covered by this agreement will promote, sponsor, or engage in any strike against the employer; slow down; or interruption of operation; concentrated stoppage of work; absence from work upon any pretext or excuse, such as illness, which is not founded in fact; or any other intentional interruption of the operations of the District regardless of the reason for so doing.

B. The District will not lock out any employees during the term of this agreement as a result of a labor dispute with the Association.

ARTICLE 8 – REDUCTION IN FORCE

In the event of a personnel reduction resulting in a layoff within the Chief Officers Association, such reduction shall be effected as follows:

1. Any resulting reduction within the Chief Officers Association in the Battalion Chief and/or Fire Marshal ranks resulting in the loss of employment with the Fire District, shall be based upon total District seniority which includes all continuous time with the State of Nevada, for employees hired by the District prior to July 1, 2006, in addition to time accrued with the District regardless of classification or bargaining unit.

2. Any employee being laid off shall have the option of accepting a voluntary demotion to the next lower vacant classification within the Fire District.
3. No new employee shall be hired until the last laid off qualified employee has been given the opportunity to return to the higher classification.

ARTICLE 9 – DURATION OF AGREEMENT

- A. This Agreement shall become effective July 1, 2014, and shall continue until June 30, 2016, except as otherwise provided below.
- B. This Agreement shall automatically be renewed from year to year thereafter. If either party desires to make a change, the party shall notify the other party in writing of the Article and/or Section of that Article desired to be negotiated.
- C. If either party desires to negotiate changes in any Article or Section of this Contract, it shall give written notice to the other party of the desired changes before February 1, 2016, provided that during the term of this agreement no Article and/or Section of that Article shall be negotiated without the parties' mutual consent.
- D. In the event that future agreements are not reached prior to July 1 of that year, all awards rendered by the final binding arbitrator shall be retroactive to July 1 of the year negotiations commence.

ARTICLE 10 – AMENDMENTS

It is agreed that no provision of this Agreement may be amended without the mutual agreement of the parties.

ARTICLE 11 – NON-DISCRIMINATION

- A. The parties agree not to discriminate against any employee because of race, color, religion, sex, age, physical or visual handicap, national origin, or sexual orientation.
- B. The District and the Association agree that membership, non-membership, or lawful activities on behalf of the Association shall not be used as the reason or cause for transfer, denial of any promotion, or denial of other terms and conditions of employment. Nothing contained herein is intended to abrogate the District's right to manage and to consider the operational needs of the department as set out in Article 4, Management Rights. Nothing contained herein is intended to abrogate the Association's right to hold meetings and engage in lawful functions.
- C. Whenever any words are used in this agreement in the masculine gender, they shall be construed as though they were also in the feminine and neuter gender in all situations where they would so apply.
- D. Any complaint alleging a violation of this Article shall be submitted to the appropriate administrative agency (ies) having responsibility for enforcing State and Federal laws

governing non-discrimination in employment and shall not be subject to the Grievance Procedure, Article 35.

ARTICLE 12 – ESTABLISHMENT OF NEW CLASSIFICATIONS

The Employer reserves the right to establish new classifications that may fall within the scope of this Agreement, including requirements and wage rates. Wage rates for new classifications will become subjects of bargaining upon expiration of this Agreement. The Employer shall notify the Association president of all changes to the job classifications covered by this Agreement.

For the purpose of this article, 'employee' is representative of those management personnel covered under Article 2 of this Agreement.

In the event any new management position(s) are established during the term of this agreement, by the District, not listed above, and recognized that that position comprises a community of interest; the position shall be included within the bargaining unit and represented within this Agreement. The District reserves the right to establish new classifications, which may fall within the scope of this Agreement, including requirements and wage rates.

ARTICLE 13 – SALARIES

These pay rates shall be effective as of July 1, 2014 and are reflected in the salary schedule attached hereto as Appendix A and by reference incorporated herein.

A. Classification:

1. Battalion Chief
2. Fire Marshal

B. Employees in classifications having more than one (1) pay step or employees in classifications that have not reached the maximum of the salary range may become eligible for a step or merit increase on the employee's merit anniversary date one (1) year after the employee's appointment, promotion, or last step advancement based upon meeting a standard or better performance evaluation rating.

C. Incentive Pay

1. EMT-Intermediates: All personnel maintaining current EMT-Intermediate certification in the State of Nevada shall receive compensation equivalent to 3% of base pay, included in each bi-weekly payroll.
2. Paramedics: All personnel maintaining current Paramedic/EMT-Advanced certification in the State of Nevada shall receive compensation equivalent to 6% of base pay, included in each bi-weekly payroll.

D. Conversion of 56-Hour to 40-Hour Workweek:

1. In computing the salary increases for employees working either a 56-hour workweek schedule or a 40-hour workweek schedule, the salary increases are to be applied to the hourly rates for the 56-hour workweek schedule and then converted to the equivalent 40-hour workweek hourly rate by using a factor of 1.4.
2. The approximate annual salary for employees working a 56-hour workweek is based upon 2,912 hours per year. The actual cost to the District is based upon 2,920 hours per year (365 days per year times 24 hours divided by 3 shifts equals 2,920 hours).
3. The approximate annual salary for employees working a 40-hour workweek is based upon 2,080 hours per year.
4. All hourly rates are to be rounded to the nearest penny using normal round-off rules.

E. The salaries pursuant to this Agreement are subject to change during the term of the Agreement due to increases or decreases in the retirement contribution for Nevada's Public Employee Retirement System (PERS) in accordance with NRS 286.421.

ARTICLE 14 – CAREER INCENTIVE

All employees covered hereunder who have completed a total of eight (8) years or more of full-time service with the District shall be entitled to annual longevity pay at the rate of .25% (.0025) of the base pay for each year of continuous service with the District up to a maximum payment of 6.25% (.0625) for twenty-five (25) years or more of service. An employee's eligibility for longevity pay shall be reviewed as of June 1 and December 1 of each year with payment to be effected in equal semiannual installments payable on the first payday of June and December immediately following a determination of eligibility. For qualified employees retiring or resigning before the due date of any semiannual payment, the amount of payment shall be prorated.

ARTICLE 15 – OVERTIME

A. Overtime Provisions Applicable to Battalion Chiefs

1. Battalion Chiefs may utilize shift trades in accordance with Article 44, Shift Trade.
2. Any coverage for a vacant Battalion Chief position shall be filled first by off duty Battalion Chiefs before the Fire Chief, Division Chief or an acting position is assigned.
3. When coverage for a Battalion Chief is necessitated by a Battalion Chief's injury, illness or any other period of extended absence, the District reserves the right to cover the period of the Battalion Chief's absence by appointing a qualified Acting Battalion Chief during the period of any such absence. For the purposes of this Article, "extended absence" shall be defined as any period of time which is expected to or does exceed four (4) or more consecutive 24 hour shifts.
4. Overtime shall be deemed as any time worked in excess of the normal work period or the normal work shift.

5. Employees shall be compensated for overtime worked at one and one-half (1.5) times their base rate of pay for each hour, or major fraction thereof, worked.
6. All overtime must have the advance authorization of the Fire Chief or his designated representative.
7. Overtime will be earned in increments of one-quarter (1/4) hour.
8. Overtime will be added to the payroll for the period during which the overtime is performed. It is understood that nothing in this Article shall require payment for overtime hours not worked. All overtime must have previous authorization of the District's Fire Chief or designee if compensation therefore is to be effected.
9. Any employee who accepts a request by his supervisor to work during hours outside his regularly scheduled straight time hours on the day in question, which hours will not abut his regularly scheduled shift hours on that day, will receive a minimum of two (2) hours pay at the applicable hourly rate.
10. Any employee who reports for work on his scheduled day or for previously scheduled recall shall receive a minimum of two (2) hours pay for each such incident, at the applicable rate, where the District cannot provide work for the employee.
11. Emergency incident overtime shall be filled first by a full-time Battalion Chief then by a qualified acting battalion chief if a full time Battalion Chief is not available for coverage. Mandatory overtime may be required in the event employees are not available to fill for shift vacancies.
12. The employee may select cash payment or compensatory time for the overtime worked; for training, District functions, or any overtime outside of station fill-in and emergency incident overtime. The maximum amount of compensatory time that may be accumulated is 480 hours. Compensatory time utilized shall be limited to a maximum of 480 hours per calendar year. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

B. 40-HOUR PERSONNEL

1. Overtime shall be defined as any time worked in excess of 40 hours per week. Such compensation shall be in the form of either cash payment or compensatory time, which the decision shall be made by the employee at the time the overtime is worked. The maximum amount of compensatory time that may be accumulated is 240 hours. Compensatory time utilized shall be limited to a maximum of 240 hours per calendar year.
2. The provisions applying to the payment for Holiday Compensatory Time (Article 15), shall apply to compensatory time under this Article. All overtime hours in excess of this amount shall be paid for in cash. Upon termination of employment, an

employee shall be compensated at his regular rate for all accumulated and unused compensatory time hours.

2. Overtime and callback as a result of all emergency incidents including out of District assignments and mutual aid, shall be paid from the moment of notification until return to the station from which dispatched including rest periods, standby periods, meal breaks, etc.

CALLBACK COMPENSATION

Callback compensation shall be determined for this agreement (as per NRS 286.025 and the PERS Revised Official Policies).

A. Employees shall be compensated for callback worked at one and a half (1-1/2) times their regular rate of pay for each hour, or major fraction thereof, worked. Such compensation shall be in accordance with Article 15 (Overtime).

B. Any employee who is recalled to duty, or voluntarily responds to an emergency incident during off-duty hours and is requested by the incident commander to assist in the incident, shall be compensated at the overtime rate established above for the actual time so spent on duty with a guaranteed minimum of two (2) hours regardless of having worked less than two (2) hours, except as provided herein. Any employee who voluntarily reports to his duty station prior to the beginning of his assigned shift and then is called out to an emergency incident shall be paid at the overtime rate for only the actual time spent working prior to the beginning of his shift and the two (2) hour minimum shall not apply.

C. Overtime and callback as a result of all emergency incidents including out of District assignments and mutual aid, shall be paid from the moment of notification until return to the station from which dispatched including rest periods, stand-by periods, meal breaks, etc.

STANDBY COMPENSATION

Employees may be assigned to work standby time (on-call). Standby time shall be defined as per NRS 286.025 and the PERS Revised Official Policies; as "Standby Pay (is) compensation earned for holding oneself ready for duty while off duty", and as such is compensable to the PERS Compensation shall be in compliance with the provisions of the F.L.S.A.

An employee on standby shall be available for call to duty, specifically scheduled and directed by the Fire Chief or his designee. The scheduling of standby shall be fair and equitable and the procedure for such shall be contained in the Procedures Manual. While on standby, the employee shall be considered "waiting to be engaged" and as such is required to be available for call to duty within thirty (30) minutes from the time any call is received. Employees shall be considered available for call to duty by making contact with the requesting officer. An employee called back to duty shall be at the scene of the incident within a reasonable period of time.

Employees on standby shall be entitled to compensation at the rate of 1/4 hour of pay at their regular rate of pay. Standby time under these criteria shall not be considered as hours worked for the purpose of computing overtime. Standby time may be utilized as compensatory time as provided in Article 18, Overtime.

Standby pay shall cease during the time an employee is called back to duty.

HOLIDAY PAY/COMPENSATORY TIME

A. 56-Hour Personnel

1. All 56-hour employees in positions which are manned on a twenty-four (24) hour basis who work on a legal holiday (as listed in Article 23) as part of their regular work schedule, or whose regularly scheduled day off falls on a legal holiday, shall receive twelve (12) hours pay at their regular rate of pay, or twelve (12) hours of compensatory time. Holiday credit shall not accrue until after the holiday has occurred.
2. All 56-hour employees, in order to be entitled to a legal holiday or holiday comp, must be in full pay status on their scheduled workday immediately preceding and immediately following such holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. The parties agree that an employee may make a request of the Fire Chief to be paid for accrued holiday compensatory time to address unforeseeable financial needs incurred by the employee.
5. Upon termination of employment, each employee shall be compensated at his regular hourly rate for all holiday compensatory time accrued.

B. 40-Hour Personnel

1. All 40-hour employees shall be paid eight (8) hours at their regular hourly rate for each of the holidays listed in Article 23. In order to be entitled to holiday pay, an employee must be in a full pay status both the day before and the day after the holiday.
2. If a holiday falls on a Sunday, the Monday following shall be observed as the legal holiday; if a holiday falls on a Saturday, the Friday preceding shall be observed as the legal holiday.
3. There shall be no limit to the number of hours accrued as holiday compensatory time.
4. If a holiday is observed while the employee is on sick leave, annual leave, or other paid leave status, the employee will receive his holiday pay and the day will not be charged against sick, annual, or other paid leave credits.
5. Upon termination of employment, each employee shall be compensated at their regular hourly rate for all holiday compensatory time accrued.
6. If an employee is required to work on any of the above-named holidays and if eligible for holiday pay, he shall receive, in addition to his holiday pay, one and a half

(1-1/2) times his regular hourly rate of pay for each hour or major fraction worked, up to a maximum number of hours equal to the number of hours he is regularly scheduled for a normal work day.

C. Utilization

Any employee who has accrued holiday compensatory time may utilize holiday compensatory time off by submitting a request for leave form. Utilization shall be in accordance with the following procedure:

1. Employee may trade their holiday compensatory time with another qualified employee. Holiday compensatory time trade shall be in accordance with Article 44, Shift Trade. An employee electing to utilize holiday compensatory time trade with another qualified employee shall have their holiday compensatory time hours transferred to the employee accepting the trade.
2. Holiday compensatory time trade, as with a shift trade, is solely at the option of the employees involved and with the approval of the District. Holiday compensatory time trades shall not incur any overtime cost to the District. The hours worked in the holiday compensatory time trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee trades holiday compensatory time with another, and except for the actual recording of hours traded, each employee will be credited as if they had worked their normal work schedule for that shift.

D. Conversion of Workweek

1. 56-Hour Employee: If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the amount of hours shall be converted to an equivalent number of hours for a 40-hour workweek schedule by dividing the number of hours by a factor of 1.4.
2. 40-Hour Employee: If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule and said employee has accumulated holiday compensatory time hours at the time of reassignment, the number of hours shall be converted to an equivalent number of hours for a 56-hour workweek schedule by multiplying the number of hours by a factor of 1.4.

Further, any other day declared by the President of the United States to be a legal holiday or added to NRS 236.015 shall also be a legal holiday.

ARTICLE 16 – USE OF INDEPENDENT CONTRACTORS

The employer reserves the right to hire independent contractors to perform various administrative and support functions. No independent contractor shall be hired and utilized to perform operational functions typical of the Battalion Chief responsibilities. Independent Contractors shall not be used for any position within the Incident Command System used for management of emergency incidents. Any other administrative duties assigned to the independent contractor shall be discussed with the Battalion Chiefs prior to assignment.

ARTICLE 17 – VACANCIES & PROMOTIONS

The District shall have the right to decide if any vacancy shall be filled or promotion made in accordance with Article 4, Management Rights.

A. Vacancies and promotions shall be filled by the best qualified applicant available. The District encourages all qualified existing employees to apply for the promotional position of Battalion Chief.

B. If the District decides to fill a Battalion Chief vacancy, the following procedures shall apply:

1. Recruitment:

The job vacancy announcement shall first be posted on the fire station bulletin board for a minimum period of thirty (30) calendar days for internal application acceptance purposes. Following a review of whether there are sufficient internal applicants, the Chief shall consult with Human Resources and shall determine whether to extend the recruitment to include external applications.

2. Testing Requirements:

Any individual seeking promotion or hire to Battalion Chief shall be required to take an assessment center including practical exercises, skills demonstration and interview. written, practical, and interview for the purposes of promotion/hire to said position. All evaluators shall be from neighboring professional Fire Departments. A list shall be established from the names of those applicants taking the tests and shall be ranked in order of highest to lowest total scores. This list shall be valid for a minimum of fourteen (14) months unless extended for an additional twelve (12) months by the Fire Chief.

3. Selection Criteria:

All Battalion Chief vacancies shall be filled from the established list. The chief will select from the top five (5) candidates on the list for each vacancy. Provided, an employee who has been in the top three (3) candidates and bypassed and not selected for three (3) consecutive promotions shall be removed from the promotion list and provided in writing with the reasons why they were bypassed to afford them an opportunity to improve their competitiveness for selection.

4. Eligibility for Promotional Exams:

Eligibility for entry in to promotional exams for Battalion Chief will be as follows:

- a) Qualified applicants shall have completed and possess certification as Company Officer and job qualifications and experience shall be determined by the District with the input of the Association. External candidates shall demonstrate the equivalency of the foregoing.
- b) Candidates for the Battalion Chief position shall have a minimum of a Bachelor's degree in Fire Science, Public Administration, Business Administration, Fire Technology, or a closely related field and three years of progressively responsible firefighting experience in an all-risk agency responsible for fire prevention, suppression, medical emergencies, and hazardous materials incidents including at least three years of supervisory responsibility; OR five years' experience equivalent to that of a Fire Captain with the Sierra Fire Protection District; OR any other equivalent combination of training and experience.

- 5. Subject to prior recommendation of the Fire Chief and the approval of the District's Human Resources department, anyone promoted and serving in an initial probationary status shall become eligible for confirmation into his respective classification upon completion of his twelve (12) month probation period.
 - 6. For those employees that promote to management positions (i.e. Battalion Chief,) who are unable to be confirmed in to the new classification because he is unable to demonstrate the ability to perform his job or lacks the ability to progress, then he shall be returned to his former job classification and rate of pay. If another employee has filled this job classification, then that employee shall also be returned to his former job classification and rate of pay, and so on. There shall not be any gain in any benefits.
 - 7. Fire suppression employees who occupy management positions and have successfully completed their probationary period may be placed in vacant CBA classifications for which they qualify, provided no employee shall be demoted or laid off to create a vacancy to which they can demote and they will not retain any prior class seniority.
- C. Employees eligible for promotional examinations shall be given appropriate time off to take the examination and return to duty. Such time off shall not result in any loss of pay.
- D. The District agrees to consider any suggestions made by the Association regarding subject matter for promotional exams.
- E. Any employee who is promoted shall be guaranteed no loss of base pay.
- F. Any employee who believes he has been wronged in the promotional process by the District in an arbitrary, capricious, or discriminatory manner and/or believes the District did not act in accordance with Article 17 (Vacancies & Promotions) procedures may, within ten (10) workdays, utilize the grievance procedure outlined in Article 35 starting at Step 1. If agreeable to both parties, expedited arbitration, if needed, may be used for grievances filed regarding this paragraph.
- G. A promotion made hereunder is not final until any resulting grievances have been resolved.

ARTICLE 18 – MINIMUM CONSTANT SAFETY STAFFING

- A. The intent of this article is to address the mutual concerns of the parties pertaining to employee safety including NFPA 1710, with regard to staffing..
- B. A Battalion Chief shall be assigned each 24-hour day providing 24-hour coverage to provide shift management and incident management. At no time will the Battalion Chief position be left vacant. Coverage shall be provided, as required by Article 15, by an off-duty Battalion Chief unless one is not available, then coverage is to be provided by the Fire Chief, Division Chief or by qualified acting personnel.
- C. .

D. In the event the on-duty Battalion Chief is committed to an incident, an off-duty Battalion Chief will be recalled back to work to provide coverage. If no Battalion Chiefs are available for coverage, a qualified acting Battalion Chief or the Fire Chief will be used to ensure that there is no vacancy.

ARTICLE 19 – SENIORITY

A. Seniority Defined

Seniority shall be based upon all continuous time with the State of Nevada, in addition to time accrued with the District. Periods of separation may not be bridged to extend such service unless the separation was the result of a layoff.

B. District Seniority

District seniority shall be determined by the following means:

- (a) Date of continuous employment.
- (b) Entrance examination grade.
- (c) Date of original application.

In the event Factor (a) is not conclusive, Factor (b) shall govern. In the event Factor (b) is not conclusive, Factor (c) shall govern. In the event there is a tie, the employee holding the highest rank shall have seniority. In the event there is still a tie, seniority shall be determined by the drawing of lots.

C. Class Seniority

Seniority within a class shall be determined by the following means:

- (a) Date of promotion or appointment to the class.
- (b) District seniority.
- (c) Examination score for that class.

In the event Factor (a) is not conclusive, Factor (b) shall govern and, in the event Factor (b) is not conclusive, Factor (c) shall govern.

D. Seniority List

The District and the Association agree that a seniority list showing the date of hire shall be established and brought up to date annually and posted on the Fire District bulletin boards. If no employee or the Association protests seniority shown on his behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new seniority list.

ARTICLE 20 – ASSOCIATION BUSINESS

A. Any members of the Association shall have access to a 'pool' of man-hours donated by individual Association members. Each of these members may draw upon this 'pool' as needed or required to conduct Association business.

B. It shall be the responsibility of the Association president to control the maintenance, usage, and records for said 'pool' time.

C. This 'pool' time is the responsibility of the Association, at no expense to the District.

D. Safety Committee and/or Joint Labor-Management meetings will not require use of said 'pool' hours.

E. Subject to scheduling conflicts, the District agrees to allow the Association to use Employer property for Association meetings.

Release Time for Negotiations:

Any members of the Association shall be allowed time off, with no loss of pay or any accrued leave, for any and all meetings between the District and the Association for the purpose of contract negotiations when such members are scheduled to be on duty.

Release Time for Grievances:

The District shall provide time off, with no loss of pay or any accrued leave, to the grievant and up to one (1) Association representative for any and all meetings between the District and the Association for the purpose of processing grievances when such members are scheduled to be on duty.

ARTICLE 21 – ASSOCIATION DUES DEDUCTION

A. The Association reserves the right to cause the District to deduct dues from the salaries of Association members and promptly pay over to the proper officers of the Association the money so collected.

B. No deduction shall be made, except in accordance with a deduction authorization form individually and voluntarily executed by the employee for whom the deduction is made.

C. There shall be no restriction on the right of an employee to terminate his dues deduction authorization.

D. The Association shall certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

E. Upon written authorization to Payroll from an employee, either directly or through a limited power of attorney, the District agrees to deduct on a bi-weekly basis from the wages of said employee such sums as necessary for any other payroll deduction types authorized by the District. Each employee shall have the right to terminate such payroll deductions at any time upon written request to Payroll .

F. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues.

ARTICLE 22 – BULLETIN BOARDS

A. The District will furnish and maintain, in good repair, a suitable bulletin board at the Battalion Chiefs' Quarters for use by the Association in posting Association notices and other information.

B. It will be the responsibility of the Association to identify such board as the Association bulletin board.

C. The Association agrees to hold the District harmless for all materials posted upon the Association bulletin board.

D. The material posted on the bulletin board shall not be obscene, defamatory, or of a partisan political nature. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed as soon as no longer timely.

ARTICLE 23 – MAINTENANCE OF EXISTING CONDITIONS

A. The District agrees to maintain the following for the duration of this Agreement:

1. The use of all public utilities in the fire station.
2. Recreational time and exercise periods subject to the approval of the immediate supervisor.
3. The right to work on personal projects and use station facilities after normal working hours, subject to approval of the immediate supervisor.
4. The provision of personal lockers with a serviceable locking mechanism.
5. The provision of kitchen appliances and cooking utensils and the prompt replacement of those items as needed.
6. The initial provision of shield and nametag.
7. The provision of release time at no loss of pay for voting privileges in any state, national, or local election.
8. The provision of potable water where applicable.
9. The District shall provide all employees a copy of the Agreement presently in effect. The District and the Association agree to share equally the cost of printing and reproduction of the Agreement.

B. The District shall at all times maintain the stations in a habitable condition. A station is not habitable if it substantially lacks one or more of the following:

1. Effective waterproofing and weather protection of roof and exterior walls and doors.
2. Plumbing facilities that conform to applicable law when installed and which are maintained in good working order.

3. A water supply approved under the law and capable of producing hot and cold running water, furnished with appropriate fixtures and connected to a sewage disposal system approved under applicable law and maintained in good working order to the extent that the system can be controlled by the District.
4. Adequate heating facilities that conform to applicable law when installed and are maintained in good working order.
5. Electrical lighting, outlets, wiring, and electrical equipment that conformed to applicable law when installed and are maintained in good working order.
6. Floors, walls, ceilings, stairways, and railings maintained in good repair.
7. Ventilating, air conditioning, and other facilities and appliances maintained in good repair.
8. Stoves for meal preparation and dishwashers for sanitation purposes. Said appliances shall be maintained in good repair.
9. Washer and dryer for washing station towels, rags, etc.

C. In the event that repairs and/or maintenance beyond that which is commonly performed by employees become necessary, the District shall perform or otherwise arrange for the performance of such repairs and/or maintenance. The District shall perform or arrange for the performance of remodeling as needed to maintain station in good repair and in habitable condition.

ARTICLE 24 – GENERAL SAVINGS CLAUSE

This Agreement is the entire agreement of the parties terminating all prior agreements. Should any provision of this Agreement be found to be in contravention of any Federal or State Law and County Charter by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise cancelled or amended.

ARTICLE 25 – RULES, REGULATIONS, AND PROCEDURES MANUAL

A. It is mutually agreed by both parties that any "rule, regulation, or procedure" which significantly relates to a mandatory subject of bargaining, as contained in NRS 288, shall be negotiated. The provisions of Article 10, Amendments, shall govern any such rule, regulation, or procedure that is negotiated during the term of this Agreement.

B. The District has the right to adopt rules, regulations, manuals, and procedures and issue directives that do not constitute a mandatory subject for bargaining under Paragraph A and do not violate an expressed provision of the Agreement. Unless the operational needs of the District dictate otherwise, the following provisions shall apply to those rules, regulations, manual, procedures and directives issued by the District under this paragraph:

(a) No rule, regulation, manual, procedure, or directive, or amendment or cancellation thereof, shall become effective until notice thereof has been posted in each fire station and the District Office for a period of twelve (12) consecutive days.

(b) The District or the Association may request meetings to discuss the working rules (etc.) and proposed changes therein.

(c) Said meetings shall be convened prior to the implementation of the rule, regulation, amendment, or cancellation and a written record of the meeting will be kept.

(d) The District shall provide copies of the rules, regulations, and manuals to each fire station, the District Office, and one (1) copy to the Association.

ARTICLE 26 – CONSOLIDATION

1. The District agrees to negotiate, including all provisions provided by NRS 288 and this contract within the scope of representation of the Chief Officers Association, with the Association over the impact and effects on represented employees of any decision to consolidate, merge, contract, subcontract, or any other form of transfer or placement to another entity, of any function which the Chief Officers Association has a legal interest.

For the purpose of this article, 'employee' is representative of those management personnel covered under Article 2 (Recognition) of this Agreement.

ARTICLE 27 – JOINT LABOR-MANAGEMENT SAFETY COMMITTEE

In order to address the mutual concerns of the parties on safety matters, the Association and District agree to form a Joint Labor-Management Safety Committee. The Committee is an important link in the TMFPD Occupational Safety and Health Program. It provides a vital connection in the "top-down, bottom-up" approach to developing and maintaining a safe working environment. The Committee is hereby empowered and responsible for providing the following support:

1. Drafting new and revised safety policies and procedures.
2. Consider the concerns of and formally recommend corrective action toward personnel safety inquiries.
3. Evaluate the root cause of accidents or injuries, based upon completed reports and investigations, and propose formal conclusions and corrective actions.

A. Composition

The Committee shall be composed of four (4) appointed members, plus the Health and Safety Officer. The TMFPD Chief or Designee shall appoint one (1) member. The Chief Officers Association shall appoint one (1) member, having at least two (2) years' experience with the District. The Health and Safety Officer shall serve as chairperson to the committee.

B. Voting

The members should be considered the voting body. While consensus should be the primary goal of the Committee, decisions on the recommendations, or a tie, shall be submitted to the Fire Chief for final determination.

C. Meeting

The Committee shall meet at least quarterly, or as needed, to effectively conduct the business at hand. Agendas for each meeting shall be given to the Health and Safety Officer no later than one (1) week prior to the meeting.

D. Participation

Members and authorized participants for the Committee shall be considered as performing the normal work duties and responsibilities for their positions when on Committee business. Reasonable accommodation of work schedules shall be made by supervisors for Committee members to attend regularly scheduled meetings and complete Committee assignments insofar as it does not have an adverse impact upon station operations of safety service to the public.

ARTICLE 28 – SAFETY TRAINING

The District agrees to provide training for all employees on the safety aspects of fire suppression and on the use and maintenance of protective equipment, protective clothing, respiratory apparatus, and any other protective devices that are required or selected for use by the District at no cost to the employee.

ARTICLE 29 – SAFETY EQUIPMENT

Protective clothing and personal safety equipment required by the District for employees in the performance of their duties shall be furnished by the District, without cost to the employee, pursuant to the following:

A. Protective clothing shall be defined to include, but not limited to, the following protective garments as well as any other items of protective clothing and personal safety equipment which may subsequently be required by the District, by State or Federal law, Safety Manual, and/or other items mutually agreed to by the parties:

- (a) Wildland fire clothing
- (b) Structural fire protective coat and pants with liner and vapor barrier
- (c) Structural and wildland fire helmets

- (d) Goggles
- (e) Individual SCBA Mask and Regulator
- (f) Neck shroud
- (g) Gloves
- (h) Suspenders, as appropriate
- (i) Flashlight and battery
- (j) Wildland Hot Shield

Protective clothing for purposes of purchase and replacement shall not include clothing or uniforms as addressed in Article 55, Clothing Allowance.

B. The District will promptly repair and/or replace such protective clothing damaged or destroyed as a result of wear and tear in the line of duty.

ARTICLE 30 – REPAIR/REPLACEMENT OF PERSONAL PROPERTY

A. The District shall reimburse the employee for the cost of repairing or replacing authorized personal property which is damaged or destroyed if such personal property is lost at fires or related emergencies in the performance of his duties. The reimbursement shall be made within thirty (30) days from approval of the claim. The list of authorized personal property shall include and be limited to eyeglasses, watches, contact lenses, and any other personal items approved by the Chief.

B. Reimbursement amounts shall be limited to two hundred dollars (\$200.00) per claim and two thousand dollars (\$2,000.00) in the aggregate within the contract year.

ARTICLE 31 – PHYSICAL EXAMINATIONS

A. Any and all examinations required by the Nevada Revised Statutes relating to District employment which are performed by a District designated physician shall be paid by the District at no cost to the employee.

B. It is the responsibility of the District to schedule any and all examinations with a District designated physician pursuant to NRS 616, 617 and applicable Employees' Insurance of Nevada regulations, including Hazardous Materials exams as required by O.S.H.A, on or before the birthday month of the employee.

1. The District shall schedule such examinations while the employee is scheduled to be on or off duty. Any time spent for such examinations shall be considered hours worked, not to exceed six (6) hours, and shall be paid in accordance with Article 15, Overtime.

2. There shall be no loss of pay or any accrued leave to the employee.

3. If, as a result of the physical examination, further testing is required, any additional costs for testing shall be paid by the District.

C. An employee may elect to utilize his own personal physician to obtain an annual physical to comply with NRS 616 and 617. If an employee makes such an election, the employee shall be responsible for scheduling the examination, and such examination shall

be administered while the employee is off duty. The time spent taking the examination shall be considered as hours worked, not to exceed six (6) hours.

1. The employee shall provide the District with the required information from such examination on or before his birthday month of each year.
2. The District shall pay for the cost of the examination with the employee's personal physician up to an amount equal to the cost of the examination with a District designated physician.
3. If as a result of the physical examination further testing is required, any additional costs for testing shall be paid by the District up to an amount equal to the cost of the examination with a District designated physician.

D. It is the responsibility of the employee to obtain an annual physical examination for the "Heart and Lung Bill" (NRS 616 and 617). The employee shall endeavor to schedule his examination during his birthday month. If this does not occur, pursuant to NRS, the District shall schedule said appointment. The District shall not schedule any appointments that interfere with previously scheduled leave times.

ARTICLE 32 – COMMUNICABLE DISEASE

A. In the event an employee covered under this Agreement or his supervisor suspects that, as a result of the course of duty, he has been exposed to or is the carrier of a serious communicable disease; the employee may be relieved of duty without the loss of any pay or sick leave and shall be taken immediately to a local emergency hospital for diagnosis and treatment. It shall be the responsibility of the supervisor to determine if or when the employee is permitted to leave duty for this purpose.

B. Employees shall be provided with preventive measures designed to protect the employee against communicable diseases. These measures shall include, but are not limited to, medical procedures such as vaccines for Hepatitis, Flu, etc., blood tests, and Bodily Substance Isolation (BSI) such as, gloves, masks, and other products, equipment, and procedures that are intended to detect, prevent, or impede communicable disease. Participation in any medical procedures, such as vaccination and testing, shall be at the discretion of the employee and the Employer shall not be held responsible for any consequences to the employee as a result of the employee having or not having received any vaccinations or tests or his refusal to use BSI. This does not waive the employee's rights under Workers' Compensation.

ARTICLE 33 – RELIEF AT INCIDENT

It is the intent and desire of the District and the Association to avoid accidents and injuries on the emergency scene. Therefore, when an emergency incident requires the provision of proper relief personnel, facilities, and/or equipment (i.e. food, sanitation, and shelter), the District shall make reasonable efforts to obtain same to facilitate a safe and effective environment for those employees involved.

ARTICLE 34 – POLYGRAPH EXAMINATIONS

No Association member shall be compelled to submit to a polygraph examination against his will. No disciplinary action or other recrimination shall be taken against a

member for refusing to submit to polygraph examinations. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Truckee Meadows Fire Protection District does not compel fire safety personnel to submit to polygraph examinations."

ARTICLE 35 – GRIEVANCE PROCEDURE

I. GENERAL

A. Definitions

1. Grievance: A grievance is a disagreement between an individual, or the Association, and the Employer concerning interpretation, application, or enforcement of the terms of this Agreement.
2. Grievant:
 - (a) A District employee who is covered by the provisions of this Agreement and who is adversely affected by the matter being grieved, or the Association on behalf of an employee(s).
 - (b) The Association may file a grievance alleging a violation of the provisions of this Agreement on matters impacting the bargaining unit, as a whole, such as conflicting interpretations of contractual provisions.
 - (c) An employee covered by the terms of this Agreement is not precluded from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of this Agreement.
3. Day: For purposes of this procedure, a day is defined as a calendar day.

II. PROCEDURE

A. Informal: The aggrieved employee shall take up the grievance with the Fire Chief within fourteen (14) days of its occurrence. The Fire Chief shall attempt to adjust the matter at the time.

B. If the decision of the Fire Chief does not resolve the grievance, the Association shall proceed as follows:

Step 1: Within fourteen (14) days of knowledge of the occurrence, the Association may submit a signed written grievance to the Fire Chief. Within five (5) days from the date the written grievance is received, the Fire Chief shall schedule a meeting with the Association to review and discuss the grievance for attempted resolution. The above may occur with or without the presence of the grievant. If the grievance is not settled, the Fire Chief shall respond in writing to the grievance within five (5) days of the date the meeting was conducted.

Step 2: Within ten (10) days following failure to settle the grievance under Step 1, the Association may submit it to the Washoe County Labor Relations Manager. Within five (5) days from the date the written grievance is received, the Washoe County Labor Relations Manager or his designee shall schedule a meeting with the Association to review and discuss the grievance for attempted resolution. If the grievance is not resolved, the Labor Relations Manager shall provide a written response to the grievance.

Step 3: Within ten (10) days following failure to settle the grievance under Step 2, the Association may submit it to arbitration.

C. The Arbitrator shall be selected in the manner prescribed by the Voluntary Labor Arbitration rule of the American Arbitration Association. The arbitration shall be conducted under the rules of the American Arbitration Association. The list of arbitrators, seven (7) names, may be obtained from the American Arbitration Association Fresno office. The parties shall select the arbitrator from the list by alternately striking one name until the name of only one arbitrator remains, which will be the arbitrator to hear the dispute. For the first grievance hearing the Association shall strike the first name. From that point forward, the parties shall alternate striking first. With the mutual consent of the parties, expedited arbitration may be used.

D. The findings of this Arbitrator shall be final and binding on all parties concerned.

E. The costs of arbitration shall be borne as follows:

1. The expenses, wages, and other compensation of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred such as professional services, consultations, preparation of briefs, and data to be presented to the Arbitrator shall be borne separately by the respective parties.

2. The Arbitrator's fees and expenses, and the cost of any hearing room, shall be borne equally by both parties to the arbitration.

3. If either party requests a court reporter, the requesting party will pay the costs of the reporter. If the record is transcribed, the requesting party will pay the transcription costs unless mutually agreed to share the cost. Any other party desiring a copy will pay for the copy. If the Arbitrator requires a reporter and transcript, the parties will share the cost equally.

F. Failure to Act: If the management response to a grievant at any level of the procedure is not appealed within the prescribed time limits, said grievance shall be considered settled on the basis of the last answer provided and there shall be no further appeal, review, or re-submission of said grievance. Should management not respond within the prescribed time limits, the grievance shall proceed to the next level.

G. Waiver of Time Limits: Any of the time limits contained in this procedure may be waived upon the mutual written agreement of both parties, except that the waiver of any of the time limits contained in Step 1 of this procedure can only be agreed to on the part of the District by the Fire Chief or his designee.

H. Settlement of Grievance Outside of Arbitration: The District shall accept no grievance settled by an employee in a classification represented by the Chief Officers Association, unless said employee has received the concurrence of the Fire Chief or his designee on the settlement.

ARTICLE 36 – DISCIPLINARY PROCEDURES

A. The District shall not reprimand, demote, suspend, or discharge an employee without just cause. The term "just cause" includes the concept of progressive discipline, where appropriate. Progressive and corrective disciplinary action is designed to provide a fair and structured way for Employees to improve their job performance and/or behavior which do not meet the standards or demands of their position and to provide a system for fair

and equitable treatment of those Employees who will not or cannot bring their performance up to expected standards.

1. It is the policy of the District, through a progressive and corrective discipline system, to give Employees an opportunity to improve their job performance and/or behavior which does not meet the standards or demands of their position. An Employee may be summarily dismissed only in the event of gross misconduct. The goal of the progressive and corrective discipline system is to correct or improve unsatisfactory performance/behavior and the measures utilized will be commensurate with the deficiency to be corrected.

2. Progressive and corrective disciplinary action may begin at any of the steps defined below, depending on the seriousness of the offense committed, the frequency of occurrence, or the cumulative effect of multiple minor infractions. Verbal warnings or written reprimands may be administered by the employee's immediate supervisor, or the Fire Chief. A demotion, suspension or discharge shall be administered by the Fire Chief.

a. Verbal Warning/Reprimand - A verbal warning or reprimand is given to the Employee for the first occurrence of a minor offense.

b. Written Warning/Reprimand - A written or formal warning is given to the Employee in the first instance of more serious offenses or after repeated instances of minor offenses. The warning states the nature of the offense and specifies any future disciplinary action which may be taken against the Employee if the offense is repeated. A copy of the written warning is placed in the Employee's personnel file, but it is removed eighteen (18) months following the date on which it was given if the intervening service has been satisfactory. The Employee is required to read and sign the formal warning and has the right to appeal if the Employee thinks the warning is unjustified.

c. Suspension Without pay –

i. If, despite previous warnings, an Employee fails to reach the required standards in the specified time frame, the Employee may be suspended without pay. An employee may be suspended without pay without prior infractions for serious offenses. Under suspension, the Employee is barred from working for a period of time and his/her salary is docked accordingly. Suspension without pay actions could range from one (1) to five (5) shifts for line personnel and one (1) to ten (10) work days for eight (8) or ten (10) hour personnel.

ii. An Employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge and is generally utilized when the Employee is suspected of gross misconduct or when his/her continued presence during the investigation period would be a disruption to normal District business.

iii. If the Employee is found to have been suspended inappropriately, pay and benefits for the period of suspension will be reinstated (except

that if insurance has lapsed, coverage for time passed cannot be reinstated).

d. Discharge - An Employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive discipline procedure will be discharged. In the case of a serious infraction (gross misconduct), an Employee may be summarily discharged without benefit of the progressive and corrective discipline's sequence of lesser actions.

e. Notice of Intent - Before taking action to discharge, demote or suspend an Employee having permanent status, i.e., Employees who have successfully completed an initial probationary period of twelve months, the District shall serve on the Employee and the Union, (unless the Employee requests in writing that the Union not be notified), either personally or by certified mail, a "Notice of Intent" which shall contain the following:

1. A statement of the District's intention.
2. A statement of the cause or causes upon which the action is based.
3. A statement that the Employee may review and shall receive upon request, copies of material upon which the action is based.
4. A statement that the Employee has seven (7) calendar days to respond to the charges, either orally or in writing.

The Employee or the Union, upon whom "Notice of Intent" has been served, shall have seven (7) calendar days to respond or protest to the District either orally or in writing before the proposed action may be taken.

B. Protest of Action:

1. The Union may protest any disciplinary action taken under this article which shall be an appeal considered and processed in accordance with Article 35 (Grievance Procedure), of this Agreement.

2. A rejection of an Employee during a probationary period is not considered disciplinary action. Probationary Employees who are rejected during their initial probationary period, as provided for under Washoe County Code Section 5.221, are not subject to the grievance procedure.

3. An Employee who is promoted and subsequently rejected during his promotional probationary period shall be returned to the lower classification from which he was promoted.

C. The parties recognize for the purpose of progressive discipline, nothing shall be used against an employee in a demotion, suspension or discharge action unless the employee has been notified in writing. In the event that there has been such notification, written reprimands shall not be used against an employee if it has been in the employee's file for a period of eighteen (18) months, discounting periods of leaves of absence, provided that there has been no notification for the same or similar conduct during that eighteen (18) month period. This eighteen (18) month limitation does not apply 1) to any discipline rising to the level of a suspension or demotion, or 2) to any

disciplinary action taken against an employee arising out of a matter covered under Title VII of the Civil Rights Act of 1964. The purpose of the second exception is to allow consideration of both the seriousness of the employee's proven offense and the record of the employee with the County in determining the degree of discipline administered, given the County's specific legal obligations under Title VII.

Upon written request of an employee to the Fire Chief, disciplinary material that has been in the employee's file for a period of eighteen months may be removed from the employee's personnel file at the discretion of the Chief, excluding those materials relating to Title VII referred to in Section D above.

D. Disciplinary materials removed from an employee's personnel file shall be maintained by the Human Resources Department as historical records of discipline imposed and for the purpose of providing a defense in any future employment litigation involving the District.

ARTICLE 37 – WORK HOURS

A. 56-Hour Personnel:

1. 48/96 Schedule:

(a) In accordance with the Agreement executed between the parties, the regular work day and work week for line employees shall consist of three (3) shifts "A", "B", and "C" with each shift alternating on a schedule of two (2) 24-hour (twenty-four) work days on duty, from 8:00am to 8:00am, followed by four (4) consecutive 24-hour (twenty-four) days off duty. The FLSA cycle for this schedule is a 24 day period and FLSA overtime shall be paid on the paycheck that the FLSA period ends. On an annual average, a fifty-six (56) hour week, regardless of the actual number of hours worked or on paid leave during any biweekly pay period.

2. Upon mutual agreement between the Fire Chief and the Association, nothing herein shall prevent the establishment of a trial period for alternative schedules that the parties may adopt.

3. During the normal workday schedule for line employees, the employee will be allotted one (1) hour for lunch and two (2) fifteen (15) minute breaks, during this time employees shall respond to all incidents. Outside of the normal workday hours, the Association and the District agree to make reasonable accommodations for training and other special needs while recognizing the necessity of rest periods.

B. 40-Hour Personnel:

1. The normal workweek of forty (40) hour employees shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour days and/or four (4) consecutive ten (10) hour days. The employee will be allotted one (1) unpaid meal period and two (2) paid fifteen (15) minute breaks. The week will begin 12:01am Monday and end 12:00 midnight Sunday. Any change in the number of hours in the workday or regular workweek shall be subject to negotiation, although an eight (8) hour and/or ten (10) hour employee may be subject to working shift work as necessary, at the discretion of the Fire Chief.

ARTICLE 38 – WORKING OUT OF CLASSIFICATION

Those employees who fill a higher classification due to the absence or incapacitation of the incumbent of the higher classified position shall be entitled to an increase of ten percent (10%) in salary for the hours assigned acting in such a higher classification. In order to receive pay for working in a higher classification, the duration of the assignment must be for a minimum of 14 days and/or designated by the fire chief. The employee must perform the duties and work the schedule of the higher classification.

ARTICLE 39 – POLITICAL ACTIVITY

- A. Employees may engage in political activity that is not prohibited by State laws or County code.
- B. Employees will not engage in political activity while on duty or in uniform. Political activity is activity to elect or defeat any candidate, political party, or ballot issue.
- C. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.

ARTICLE 40 – HOLIDAYS DEFINED

The District and the Association agree that legal holidays shall be considered to be as follows:

1. January 1 (New Year's Day)
2. Third Monday in January (Martin Luther King Jr's Birthday)
3. Third Monday in February (Washington's Birthday)
4. Last Monday in May (Memorial Day)
5. July 4 (Independence Day)
6. First Monday in September (Labor Day)
7. Last Friday in October (Nevada Day)
8. November 11 (Veteran's Day)
9. Fourth Thursday in November (Thanksgiving Day)
10. Day After Thanksgiving (Family Day)
11. December 25 (Christmas Day)

Further, any other day declared by the President of the United States to be a legal holiday or added to NRS 236.015 shall also be a legal holiday.

ARTICLE 41 – VACATION

- A. General
 1. Vacation credits shall accrue only while the employee is in a pay status. All times during which a vacation may be taken require the advance approval of the Fire Chief or his designated representative.
 2. An employee shall be paid at his regular hourly rate for each hour of vacation taken. Vacation shall be charged on the basis of one (1) hour for each full hour or

major portion of an hour of vacation taken. Vacation taken during a bi-weekly period shall be charged before vacation earned during that pay period is credited.

3. Not more than the number of vacation hours allowed for twenty-four (24) months in the service of the District may be taken within one calendar year.

4. Upon termination of employment, each employee shall be compensated at his regular hourly rate for his total vacation accrued.

B. 56-Hour Personnel

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each employee working a 56-hour workweek and who is employed full-time shall be entitled to 143 hours of vacation leave credit. Thereafter, line employees working a 56-hour workweek shall accrue vacation leave benefits at the rates established below:

| Continuous Service | Bi-Weekly Earning Rate (hrs) | Annual Hours Earned |
|---|---------------------------------|------------------------|
| Less than three (3) years | 5.5 | 143 |
| Three (3) but less than five (5) years | 7.5 | 195 |
| Five (5) but less than ten (10) years | 9.0 | 234 |
| Ten (10) years or more | 11.5 | 299 |

1. Vacation may be accumulated from year to year not to exceed 336 hours as of the last full pay period encompassing December 31st. Amounts in excess of 336 hours as of the end of the payroll period encompassing December 31st shall be forfeited. Provided, if an employee, on or before October 1st, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of 336 hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The District's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1st requests to use 48 hours annual leave for the 2 workdays preceding Christmas. The District may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

C. 40-Hour Personnel

On the first day of the pay period following the completion of twelve (12) months of continuous service with the District, each full-time employee working a 40-hour workweek shall be entitled to 80 hours of vacation leave credit. Thereafter, these employees shall accrue vacation leave benefits at the rates established below:

| Continuous Service | Bi-Weekly Earning Rate (hrs) | Annual Hours Earned |
|--|---------------------------------|------------------------|
| Less than three (3) years | 3.93 | 102 |
| Three (3) but less than five (5) years | 5.36 | 139 |
| Five (5) but less than ten (10) years | 6.43 | 167 |
| Ten (10) years or more | 8.21 | 213 |

1. Vacation may be accumulated from year to year not to exceed 240 hours as of the last full pay period encompassing December 31st. Amounts in excess of 240 hours as of the end of the payroll period encompassing December 31st shall be forfeited. Provided, if an employee, on or before October 1st, requests permission to take annual leave, and the employee's request is denied, the employee is entitled to payment for any annual leave in excess of 240 hours which the employee requested to take and which the employee would otherwise forfeit as a result of the denial of the employee's request. The District's obligation is only to afford the employee the ability to use their annual leave, which may not necessarily be the dates requested by the employee. *For example*, an employee on October 1st requests to use 40 hours annual leave for the 5 workdays preceding Christmas. The District may deny said time off, and still allow the employee to use their annual leave at a different time prior to the end of the year to avoid forfeiture of annual leave.

C. Workweek Conversion

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of vacation hours by a factor of 1.4.
2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any vacation leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of vacation hours by a factor of 1.4.

ARTICLE 42 – SICK LEAVE

An employee is entitled to use accrued sick leave only:

- (a) When incapacitated to perform the duties of his position due to sickness, injury, pregnancy, or childbirth;
- (b) When quarantined;
- (c) When receiving required medical or dental service or examination;

(d) For adoption of a child if the Welfare Division of the Department of Human Services or any other appropriate public agency requires the employee to remain at home with the child;

(e) Upon illness in the employee's immediate family where such illness requires his attendance. For this purpose 'immediate family' means the employee's spouse, parents (including step), children (including step), and, if living in the employee's household, includes corresponding relations by affinity to the above, foster children, foster parents, brothers or sisters.

Upon the death of the employee's spouse, child (including adopted child, stepchild, or foster child), parents, brother, sister, grandchildren, grandparents, or corresponding relation by affinity. For this purpose, bereavement leave shall not exceed 40 continuous working hours per death for a 40-hour employee and 48 continuous working hours per death for a 56-hour employee. Additional time using sick leave, vacation, and/or compensatory leave may be granted upon approval of the Fire Chief or his designee.

A. Accrual Rates

1. Each employee working a fifty-six (56) hour week shall accrue sick leave benefits at a rate of (7.0) hours per bi-weekly pay period, which is cumulative from year to year.
2. Each employee working a forty (40) hour week shall accrue sick leave benefits at the rate of (5) hours per bi-weekly pay period, which is cumulative from year to year.

B. An employee requiring sick leave must, if required, provide the Fire Chief with evidence of such need. For absences in excess of three (3) days, or in cases where there is reasonable suspicion of abuse, the Fire Chief may require the employee to submit substantiating evidence, including, but not limited to, a physician's certificate.

C. If any employee does not have adequate accrued sick leave time, the Fire Chief may grant the use of accrued vacation time, compensatory leave, and/or personal leave in lieu thereof. In no case, however, will sick leave be granted in lieu of vacation time.

D. Sick leave shall be charged on an hourly basis for each full hour or major portion of an hour of sick leave taken. Holidays occurring during a sick leave period shall not be counted as sick leave time. Sick leave taken during a biweekly pay period shall be charged before sick leave earned that pay period is credited.

E. Payment On Separation

An employee separated from the service shall earn sick leave only through the last working day for which he is entitled to pay. Upon death, retirement, permanent disability, or termination of an employee for reasons other than discharge for just cause, after ten (10) years of full-time employment or its equivalent if the employee has not served as a full-time employee, an employee shall be compensated for total accrued sick leave at the rate of one (1) hour's pay at his regular hourly rate for every three (3) hours of sick leave accrued to a maximum payment of one thousand one hundred and twenty (1,120) hours.

An employee who is eligible for purchase of service credits under the Nevada Public Employee's Retirement System (PERS), and who elects to convert unused sick leave ($\frac{1}{3}$ x sick leave, up to the cap maximum) and/or vacation into retirement service credit shall submit a written request, on a District approved form, sixty (60) days in advance of their anticipated retirement date. The District shall calculate the amounts owed the employee, minus applicable taxes and deductions, to determine the net amount the employee will

have to purchase retirement credit. The employee shall be advised of the amount that may be used to purchase retirement credit and shall complete the application process with PERS. The District shall then proceed to pay the employee the amount designated as of their termination of employment (provided their leave banks have not been reduced since the estimate was determined).

F. As long as an employee is in a paid status, he shall earn sick and vacation leave during the time he is on such leave. If the employee is on leave without pay, he shall not earn sick or vacation leave during the time he is on such leave.

G. 56-hour employees who use 0 to 48 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period, in a calendar year shall receive 24 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 56-hour workweek who use 49 to 56 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period, in a calendar year shall receive twelve (12) hours of Personal Leave credit at the end of the first full pay period the following January.

H. 40-hour employees who use 0 to 32 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period, in a calendar year shall receive 16 hours of Personal Leave credit at the end of the first full pay period the following January. Employees working a 40-hour workweek who use 33 to 40 hours of sick leave as of the end of the twenty-sixth (26th) pay period, or in the event of a 27th payroll period, in a calendar year shall receive eight (8) or ten (10) hours, based on the employee's normal work shift, of Personal Leave credit at the end of the first full pay period the following January.

I. Personal leave must be used by the end of pay period #26, or in the event of a 27th payroll period by pay period #27, and if not used will be forfeited. Under no circumstance, will there be any cash payment for Personal Leave credit that is not used. In order to receive this Personal Leave benefit, an employee must be in a pay status (either working or on paid leave) for all of the pay periods within a calendar year.

J. Employees shall be allowed to voluntarily transfer up to a maximum of one hundred and twelve (112) hours of their accumulated vacation leave or compensatory leave during any calendar year to another employee who has no accumulated sick leave hours, but who is otherwise eligible to take paid sick leave. Donated leave must be converted into money at the hourly rate of the donor and the money must be converted into sick leave at the hourly rate of the recipient. The maximum amount of accumulated leave transferred to any employee under the terms of this article shall be six hundred and seventy-two (672) hours per calendar year. Once leave has been donated and transferred, such leave hours shall not be refundable to the donor making the transfer.

K. Workweek Conversion

1. If an employee is reassigned from a 56-hour workweek schedule to a 40-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 40-hour workweek by dividing the number of sick leave hours by a factor of 1.4.

2. If an employee is reassigned from a 40-hour workweek schedule to a 56-hour workweek schedule, any sick leave balance shall be converted to an equivalent amount for a 56-hour workweek by multiplying the number of hours by a factor of 1.4.

ARTICLE 43 – EMERGENCY PERSONAL LEAVE

The Fire Chief, or his designee, may approve a twenty-four (24) hour leave to an employee for emergency leave, to be used in increments of no less than one (1) hour. If approved, such leave shall be charged to either the employees accrued vacation leave, compensatory leave, or personal leave, whichever the employee chooses.

ARTICLE 44 – SHIFT TRADES

Within this Agreement, shift trades shall be considered to be 'trade time' as reflected in the F.L.S.A. Employees may exchange or trade work hours or shifts provided it does not interfere with the operation of the District, subject to prior approval of the immediate supervisor. Any employee(s) who agree(s) to such trading shall hold the employer harmless for the failure of the other employee(s) to pay back traded time.

ARTICLE 45 – COURT/JURY DUTY LEAVE

A. Any employee who is required by law to appear and/or serve as a witness or juror for the Federal Government, the State of Nevada, or a political subdivision thereof, shall be granted administrative leave and shall remain in full-pay status during such leave.

B. The employee shall claim any fees to which he may be entitled by reason of appearance and pay the same over to the Fire District for those days they were scheduled to be on duty, except that the employee shall retain any and all mileage allowance.

C. Employees shall report back to work immediately upon being excused.

ARTICLE 46 – MILITARY LEAVE

Military leave is an administrative leave type as recognized by both Federal and State statutes. Approval for military leave shall be granted upon receipt by the District of a validated copy of orders to report for military duty. Any employee of the District who is required to report for military duty with one of the military services of the United States or the State of Nevada shall be relieved of his District duties, upon his request, to meet his military service obligations without loss in regular compensation for a period not to exceed fifteen (15) working days in any one (1) calendar year. Employees on military leave, for these fifteen (15) working days shall remain in full-pay status.

ARTICLE 47 – LEAVE OF ABSENCE

A. A leave of absence without pay may be granted to any permanent employee provided the employee desires to return to the District and who at the time the leave is requested has a satisfactory service record.

B. Leaves of absence for thirty (30) calendar days or less in any calendar year may be granted upon the approval of the Fire Chief. Leaves for a longer period may be granted upon the recommendation of the Fire Chief and the approval of the Board of Fire Commissioners.

C. A leave of absence may be granted to an employee who desires to attend school or college or to enter training to improve the quality of his service, who is temporarily incapacitated by illness, injury, pregnancy or childbirth, who is loaned to another governmental agency for the performance of a specific assignment, or for some other equally satisfactory reason. A leave of absence shall not be granted to an employee who is leaving the District service to accept other employment, except as provided in this subsection.

D. The period of time an employee is on leave without pay for thirty (30) calendar days or less in any twelve (12) consecutive month period shall not cause any adjustment to the employee's anniversary date for determining eligibility for longevity pay, vacation, sick leave and any other benefit that is based upon years of service with the District. If an employee is on leave without pay in excess of thirty (30) calendar days in any twelve (12) consecutive month period, the employee's anniversary date for earning benefits shall be adjusted by the amount of days in excess of thirty (30) calendar days.

E. The Chief or his designee may place an employee on administrative leave with or without pay during an investigation of a complaint or incident relating to his employment with the District.

F. When an employee returns from an out of district assignment on his regularly scheduled workday, upon request, an employee will be considered for release of the remainder of the shift on administrative leave with pay. The employee must be deployed for a minimum of 14-days for the District to consider administrative leave with pay.

ARTICLE 48 – JOB CONNECTED INJURIES

A. In the event an employee is absent due to a temporary total service-connected disability which has been approved by the District's Claims Administrator, and which disability is the result of the employee performing activities which are unique to firefighters, the employee shall receive compensation as determined by the District's Claims Administrator plus that amount from the District which would cause the total amount received by the employee from both the District's Claims Administrator and the District to equal his salary at the time of his disability until such time as there is a medical determination made as to whether the employee can be returned to duty or is permanently disabled. During this period, the employee shall not be charged with the use of any accrued sick leave, annual leave, or other forms of leave. This provision shall not apply to a service-connected disability, which occurs while the employee is carrying out incidental duties to his firefighter duties.

B. Activities unique to firefighters include extinguishing fires, vehicle extinguishment/victim extraction, climbing ladders for firefighting/rescue purposes, pulling hose, ventilating roofs, entering confined spaces, climbing terrain in wildland fire incidents, handling hazardous materials, dealing with sick/injured patients and associated biohazards, and carrying of patients and/or victims, or training in the similar activities. Activities that are incidental to firefighter duties are those which can reasonably be expected to be performed by non-firefighters, such as writing reports, entering and exiting vehicles, walking and climbing stairs with the exception of those injuries incurred on incidents. The activities listed above are not all-inclusive. The initial determination whether a disability is the result of the employee performing activities which are unique to firefighters shall be made by the District, and any dispute shall be resolved through the grievance process.

C. It is the intent of the District to pay the on-the-job injured employee who meets the conditions set forth above the difference between his full bi-weekly base salary and that provided by the District's Claims Administrator. Therefore, the employee shall return to the District Treasurer all temporary total disability payments made by the District's Claims Administrator covering the period enumerated in Section A of this Article. No supplemental benefit provided for in Section A shall be given until after the employee has deposited his lost time benefit check with the Treasurer. .

D. In the event an employee is absent due to a service-connected disability which has been approved by the District's Claims Administrator, and which disability is the result of the employee carrying out incidental duties to his firefighter duties, the employee may elect to utilize accrued sick leave during which period the employee shall receive compensation from the District as provided in the Nevada Revised Statutes. When accrued sick leave has expired, if the employee is still out on leave, because of disability, unable to work he will be permitted to use his accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided the employee has so elected to use his sick and vacation leave, the employee shall be entitled to use any donations of vacation or compensatory leave from other employees. After exhausting all available leave, the employee shall receive compensation checks directly from the District's Claims Administrator and he shall be considered on a leave of absence without pay from the District.

E. The District will make the final determination whether or not light duty is offered to employees based on the financial impact and bona fide need. The Fire Chief and/or his designee and the Association will meet by mutual agreement, for the purpose of consulting on light duty policies for firefighters injured on or off duty.

F. Should an employee be rated by the Worker's Compensation carrier with a permanent partial disability or a permanent total disability that leaves the employee unable to perform all of the essential functions of his current position, the employee shall immediately file all necessary paperwork to initiate the retirement process. The employee, employer, and Association shall work to expedite the retirement process.

ARTICLE 49 – MEDICAL PLAN

A. The District agrees to provide a group medical plan, including health, dental and vision coverage, to full-time employees and shall pay one hundred percent (100%) of the

premium attributable to employee coverage under this plan during the life of this Agreement, unless amended pursuant to the parties FY 2008-2009 reopener. In the event an employee elects dependent coverage, the District shall pay fifty percent (50%) of the premium for such coverage.

B. Retiree Health Insurance.

The parties agree that for employees retiring under PERS with a total of ten (10) years' service, the District shall pay 50% of the premium for employee only health insurance described in Paragraph A, above.

C. Employees hired with the District on or before July 1, 2014 will be eligible for the Districts Retiree Health Insurance benefit as described in B. With this plan Medicare will be primary when the covered employee becomes Medicare eligible.

D. Life Insurance.

The District agrees to provide \$25,000 of life insurance to full-time employees.

ARTICLE 50 – DEFERRED COMPENSATION

Employees are eligible to participate in the deferred compensation program that the employer has implemented and in which the employee participates.

Eligible vacation, compensatory time, and sick leave benefits shall be contributed to the PEHP for each employee at the employee's request upon retirement, in a manner consistent with the policy adopted by the Association for that year.

ARTICLE 51 – RETIREMENT

A. For the purpose of Service Retirement, for this Agreement, the definition of retirement and the time periods for vesting shall comply with NRS 286.025 and PERS regulation 286.025.

B. The District agrees to pay 100 percent (100%) of the cost of the retirement contribution for the State of Nevada Public Employee's Retirement System, in accordance with NRS Chapter 286. The District will pay the employee portion of a PERS contribution rate increase, in lieu of a raise, during the term of the agreement.

ARTICLE 52 – EDUCATIONAL REIMBURSEMENT

A. The District shall pay all necessary costs for any schooling or training required by the District.

B. The District shall reimburse employees for 100% of the employees' cost for books and tuition for courses taken pursuant to a program leading to an Associate Degree in Fire Science and for Fire Science-related courses taken beyond the Associate Degree level.

1. In order to receive the benefit conferred by the section above, courses taken require the prior review of the Education Committee with final approval by the Fire Chief or his designee and satisfactory completion.

2. Satisfactory completion shall be interpreted to mean a minimum final grade of "C" or its equivalent.

C. In order to be eligible for educational reimbursement under this Article, an employee must be certified as a permanent employee. Eligible employees shall be considered on a first-come first-serve basis, except that: continuing students shall be given priority over beginning students.

D. Textbooks, if purchased by the District under part B of this Article for courses taken, shall become the property of the District and utilized by the District as a reference library available to the employees of the District.

E. The Fire Chief, his designee, or the Education Committee shall not withhold approval for educational reimbursements to eligible employees to the extent that funds budgeted pursuant to this Article in any fiscal year are unspent.

ARTICLE 53 – TRAINING COURSES AND SEMINARS

Employees will be reimbursed for seminars and training programs pursuant to the following:

A. To be eligible for reimbursement, the seminar or training program must be approved fourteen (14) days in advance by the Fire Chief or his designee. If the training request is submitted less than fourteen days in advance, the Fire Chief or his designee has the authority to approve the training reimbursement request.

B. The training program must be directly related to improving the employees' proficiency in performing the assigned duties of their current position with the Truckee Meadows Fire Protection District; or otherwise directly related to the employees' career advancement within the Truckee Meadows Fire Protection District.

C. The employee shall, prior to enrollment in any seminar or training program for which reimbursement is sought, provide information to the Fire Chief. The information shall include location of course, seminar, or training program; dates; total costs; sponsor; and content of the educational course or seminar; together with reasonable information as may be required by the Fire Chief.

1. Only full-time employees, who have completed their initial probation with the Fire District, shall be eligible for reimbursement.

2. Unless approved otherwise by the Fire Chief, or his designee, such seminars or training programs shall be taken on the employee's own time.

3. No employee shall be reimbursed for more than one thousand dollars (\$1000.00) per fiscal year for costs incurred within that fiscal year, unless otherwise approved by the Fire Chief or his designee.

D. Reimbursable expenses shall include the following; any fees for seminars or training programs, reasonable costs for required course materials, lodging, meals, and transportation. The employee shall pay all of the above costs in advance. Upon completion of the seminar or training program, the employee shall submit proof of satisfactory completion of the seminar or training or other evidence of attendance and

detailed receipts of all costs incurred. Upon approval of the Fire Chief, the employee shall be reimbursed for costs up to one thousand (\$1000.00) dollars, unless otherwise approved by the Fire Chief or his designee.

E. Costs for classes or training that are required to maintain an employee's current job classification will not be counted toward the one thousand dollar (\$1000.00) annual allotment.

ARTICLE 54 – REIMBURSEMENT FOR MILEAGE

A. Association members assigned as a Battalion Chief or Fire Marshal shall be issued a Command Vehicle to use during each shift. The Association member shall be allowed to have home storage of this vehicle.

B. In the event an employee is required by the Fire Chief or his designated representative to use a personal vehicle for the conduct of District business, the employee shall be reimbursed for each mile traveled at the current rate established by the current applicable IRS rate or the Board of Fire Commissioners, whichever is greater.

ARTICLE 55 – CLOTHING ALLOWANCE

A. Effective July 1, 2014, each employee shall receive a clothing or uniform allowance in the amount of \$1,000 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.

B. Both parties further agree that a special emphasis will be placed on a "one uniform" concept. Any uniform changes are to be discussed between the Association and the District and must be mutually agreed on before being implemented.

C. In the event of a uniform change, all Fire District members who are required to wear a uniform will, within a one (1) year period from the effective date of the change, convert to the new type uniform.

ARTICLE 56 – DISTRIBUTION OF COMPENSATION DUE A DECEASED EMPLOYEE

If an employee dies while owed compensation by the District, the parties recognize and agree that such compensation, to include wages, payment for accrued vacation leave, payment for accrued compensatory hours, payment for sick leave cash out, payment for pro-rata longevity pay, and payment for any reimbursable expenses due the employee, shall be distributed in an expedient and legal fashion pursuant to NRS 281.155.

ARTICLE 57 – PERSONNEL FILES

A. The District will maintain a personnel and health file on each employee.

B. Any employee has the right to review their personnel file and/or health file upon request to Human Resources and by appointment. This right is limited to the individual employee to review his own personnel file and/or health file. However, an employee may, with proper release forms, permit his personnel file and/or health file to be reviewed by a party so authorized upon presentation of properly executed forms to the Director of Human Resources.

C. Employees are encouraged to place in their files any educational or other accomplishments that serve to recognize an achievement bearing on both the employee and the District.

D. Only those people working in Human Resources, those people in the immediate chain of command of the employee, and the Fire Chief shall have access to an employee's files. In addition, the District's authorized attorney(s) shall have the right to access an employee's files for legitimate personnel purposes related to discipline, complaints, grievances, arbitrations, and lawsuits involving the employee.

E. Any derogatory materials placed in an employee's files shall be copied to the employee. The time, date, and name of the individual responsible for placing derogatory information into a file shall also be given to the employee.

F. Any employee under this policy, upon reviewing his personnel file and/or health file who finds inaccurate or misleading material, may prepare and present to Human Resources a clarifying statement pertaining to the document in question requesting removal of said document from his personnel file and/or health file.

G. No information from any employee personnel file and/or health file may be given to a for-profit business without the written permission of the employee.

H. Unless otherwise directed by the employee, the Association shall be notified within five (5) working days of any disciplinary materials placed in an employee's files.

ARTICLE 58 – EXECUTION DATE

This Agreement was mutually agreed upon by the parties, ratified by the Association, and adopted by the Board of Fire Commissioners. The parties hereto through their duly authorized officers or representatives and intending to be legally bound hereby have hereunto set their hands and seals this 28th day of October, 2014.

David Humke, Chairman
Truckee Meadow Fire Protection District

David French, President
Fire Protection District Chief Officers Association

**Appendix A – Salary Schedule
(Effective 07/01/14)**

| Classification | Step | Hourly Rates | |
|------------------------|------|--------------|----------|
| | | 4.50% COLA | 3% COLA |
| | | 07/01/14 | 07/01/15 |
| | | FY 14/15 | FY 15/16 |
| Battalion Chief | 1 | 32.91 | 33.90 |
| (2912 Hours) | 2 | 35.14 | 36.19 |
| Police/Fire PERS | 3 | 37.53 | 38.66 |
| | | | |
| Battalion Chief | 1 | 46.07 | 47.46 |
| (2080 Hours) | 2 | 49.20 | 50.67 |
| Police/Fire PERS | 3 | 52.54 | 54.12 |
| | | | |
| Fire Marshal | 1 | 46.07 | 47.46 |
| (2080 Hours) | 2 | 49.20 | 50.67 |
| Regular PERS | 3 | 52.54 | 54.12 |

Note: Effective 07/01/14 – Fire Marshal (2080) changed from a salary range to steps to match Battalion Chief (2080) rates.



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM JS
Finance VB
Legal DWV
Risk Mgt DT
HR JG

DATE: October 1, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Recommendation to approve a reclassification request of a Program Assistant, pay grade K, to a Purchasing Agent (Buyer), pay grade L, as evaluated by the Washoe County Job Evaluation Committee. Net annual cost of this action is estimated at \$5,400. (All Commission Districts)

SUMMARY

Recommendation to approve a reclassification request of a Program Assistant, pay grade K, to a Purchasing Agent (Buyer), pay grade L, as evaluated by the Washoe County Job Evaluation Committee. Net annual cost of this action is estimated at \$5,400.

Strategic Objective supported by this item: *Valued, Engaged Employee Workforce*

PREVIOUS ACTION

Periodically, the Board approves reclassifications as necessary during the fiscal year to support department reorganizations and realignment of resources to improve efficiency and effectiveness.

BACKGROUND

Staff is recommending the reclassification of a Program Assistant position to a Purchasing Agent (Buyer) position to be more commensurate with assigned job duties. Due to the current certifications and experience of the incumbent Program Assistant, the District has been able to expand the purchasing functions of the District by assuming many of the core purchasing and processing functions while still maintaining the oversight of the Washoe County Purchasing Department as the final approver as directed by the Board. This process has streamlined the District's purchasing function which has increased the timeliness of supplies and safety equipment for fire personnel. Also, this process has decreased the amount of Washoe County purchasing staff time required for servicing the District's daily needs.

Due to this administrative assignment change in job duties, this position was brought before the Washoe County Job Evaluation Committee (JEC) on September 24, 2014 for review. Based on the review of the job duties, the JEC recommended this position as a Purchasing Agent (Buyer), pay grade L, to be

consistent with the assigned workload. Staff is recommending the reclassification of a Program Assistant position to a Purchasing Agent (Buyer) based on the JEC review.

FISCAL IMPACT

The estimated annual cost for this reclassification is \$5,400. There is sufficient funding in the FY14/15 General Fund budget to cover the additional costs.

RECOMMENDATION

It is recommended to approve a reclassification request of a Program Assistant, pay grade K, to a Purchasing Agent (Buyer), pay grade L, as evaluated by the Washoe County Job Evaluation Committee. Net annual cost of this action is estimated at \$5,400.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to approve a reclassification request of a Program Assistant, pay grade K, to a Purchasing Agent (Buyer), pay grade L, as evaluated by the Washoe County Job Evaluation Committee. Net annual cost of this action is estimated at \$5,400."



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM VB
Finance VB
Legal DWV
Risk Mgt DT
HR JG

DATE: October 1, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Recommendation to approve a reclassification request of a currently frozen Administrative Assistant II position, pay grade L, to an Administrative Assistant I, pay grade K, to be consistent with the recommended staffing level as evaluated by the Washoe County Job Evaluation Committee. (All Commission Districts)

SUMMARY

Recommendation to approve a reclassification request of a currently frozen Administrative Assistant II position, pay grade L, to an Administrative Assistant I, pay grade K, to be consistent with the recommended staffing level as evaluated by the Washoe County Job Evaluation Committee.

Strategic Objective supported by this item: *Valued, Engaged Employee Workforce*

PREVIOUS ACTION

Periodically, the Board approves reclassifications as necessary during the fiscal year to support department reorganizations and realignment of resources to improve efficiency and effectiveness.

May 22, 2012, the Board approved an Interlocal Agreement for Administrative and Technical Services between Washoe County and the Truckee Meadows Fire Protection District.

BACKGROUND

Staff is recommending the reclassification of a currently frozen Administrative Assistant II position to an Administrative Assistant I position. When the District stood up in 2012, an Administrative Assistant II position was anticipated for the District's administrative needs. However, with the Interlocal Agreement for Administrative and Technical Services between Washoe County and Truckee Meadows Fire Protection District (TMFPD), the current administrative needs of this position are being filled by the County Manager's Office and TMFPD is reimbursing Washoe County for the full salary and benefits of this position. Currently, the County assigned position is an Office Support Specialist. Due to the size and structure of TMFPD, a reorganization of job duties and positions is necessary to efficiently and effectively support the needs of the District. An evaluation by the Washoe County Job Evaluation Committee on September 24, 2014 resulted in the recommendation of the currently assigned Office Support Specialist provided by the County Manager's office to be reclassified to an Administrative

Assistant I. The District anticipates bringing this position over from the County in the near future and recommends aligning the District job classification to match the anticipated employee shift from the County to the District.

FISCAL IMPACT

At this time with this action, there is not an impact to the budget as this position is currently frozen/vacant. On the agenda of the Board of County Commissioners for October 28, 2014, a recommendation is being made to reclassify the currently assigned County Office Support Specialist to an Administrative Assistant I. This action by the County will have a net annual cost estimated at \$13,070 in additional salary and benefits that will be charged to the District for the assigned position. There is sufficient funding in the FY15 General Fund budget for the additional cost.

The only purpose of this specific action is to align the current classifications between the District and the County. By doing this, the next step of bringing over the County employee permanently as a TMFPD employee would be a seamless transition. There would not be further fiscal impact if, and when, this position becomes a fulltime TMFPD employee as the District is already reimbursing the County for the full salary and benefits of the assigned employee.

RECOMMENDATION

It is recommended to approve a reclassification request of a currently frozen Administrative Assistant II position, pay grade L, to an Administrative Assistant I, pay grade K, to be consistent with the recommended staffing level as evaluated by the Washoe County Job Evaluation Committee.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion would be:

"I move to approve a reclassification request of a currently frozen Administrative Assistant II position, pay grade L, to an Administrative Assistant I, pay grade K, to be consistent with the recommended staffing level as evaluated by the Washoe County Job Evaluation Committee."



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM JS
Finance WVB
Legal DWV
Risk Mgt. DT
HR JL

DATE: October 3, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible approval of Amendment No. 1 of Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore. (All Commission Districts)

SUMMARY

This item is for the discussion and possible approval of Amendment No. 1 of Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore.

Strategic Objective supported by this item: *Safe, secure and healthy communities*

PREVIOUS ACTION

The Truckee Meadows Fire Protection District Board of Fire Commissioners appointed Charles A. Moore as Fire Chief pursuant to NRS 474.470 and 474.500, inclusive, at its regular meeting on February 28, 2012 and entered into an employment agreement dated March 15, 2012, with the first day of employment commencing on April 2, 2012. Pursuant to the terms, the current contract expires and terminates at 11:59 p.m. April 1, 2015.

On June 24, 2014, the Board acted on the annual performance evaluation of the Fire Chief and directed staff to place the matter of compensation and the term of the Employment Agreement on the agenda for a future meeting.

On June 24, 2014, the Board approved a 1.5% Cost of Living Adjustment in base wage effective July 1, 2014 and a 1% Cost of Living Adjustment in base wage effective January 1, 2015 for Unclassified Management and Non-Represented Confidential and Administrative employees.

BACKGROUND

Pursuant to Section 3 of the Employment Agreement, the Board may award an increase in pay to the Employee based on performance and may also adjust salary consistent with the cost of living adjustment provided to all other unclassified and non-represented employees of the District. The Board has the discretion to consider an increase in salary for merit by up to 5% of the employee's current salary.

At the Board meeting of June 24, 2014, the Board directed that staff bring back an item whereby the Board could formally act on the salary of the Fire Chief and stated their desire to increase the Fire Chief's salary by 5% retroactive to the Fire Chief's anniversary date.

FISCAL IMPACT

If an increase in salary is approved by the Board, sufficient funds exist within the current fiscal year budget and future fiscal years based on financial projections.

RECOMMENDATION

Approval of Amendment No. 1 of Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion could be:

"Move to approve the Amendment No. 1 to the Employment Agreement between Truckee Meadows Fire Protection District Board of Fire Commissioners and Charles Moore.

AMENDMENT NO. 1

**EMPLOYMENT AGREEMENT BETWEEN TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT BOARD OF FIRE COMMISSIONERS
AND CHARLES MOORE**

This Amendment to the EMPLOYMENT AGREEMENT dated March 15, 2012 by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners hereinafter referred to as "TMFPD" or "Employer" and Charles Moore, hereinafter referred to as "Employee" is made and entered effective October 28, 2014, both of whom do hereby agree as follows:

WHEREAS, Employer in a public meeting held on June 24, 2014 expressed its desire, following an evaluation of Employee, to extend the term of the EMPLOYMENT AGREEMENT dated March 15, 2012 (hereinafter "EMPLOYMENT AGREEMENT") for three (3) years; and,

WHEREAS, Employer in a public meeting held on October 28, 2014 acted to increase the salary of the Employee by 5% retroactive to April 2, 2014; and,

NOW THEREFORE, with full incorporation of all recitals set forth above, it is agreed between the parties to amend the Interlocal Agreement as follows:

1. Paragraph 2. (A) of the EMPLOYMENT AGREEMENT is amended to read as follows:

2. **TERM AND TERMINATION**

- A. **TERM**

- This Agreement is effective until 11:59 p.m. June 30, 2018 unless sooner terminated at the will of the Employer or Employee as provided herein.

2. Paragraph 3 of the EMPLOYMENT AGREEMENT shall read in its entirety as follows:

3. **SALARY**

- A. **SALARY**

- Employee's salary shall be equal to the gross amount of the Employee's current salary as of April 2, 2014 plus 5%. Such increase shall be paid retroactively to April 2, 2014. On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

- Employee, as an exempt employee under Fair Labor Standards Act, shall not be entitled to overtime pay.

The annual salary of Employee may be adjusted by a vote of the Board consistent with the cost-of-living adjustment provided to all other unclassified and non-represented employees of the District. In addition, following the evaluation conducted pursuant to Paragraph 7, Employee's salary may be increased for merit by up to 5% of Employee's then current salary.

B. UNIFORM ALLOWANCE

Employee shall receive a uniform allowance retroactive to July 1, 2014 and thereafter in the amount of \$1,000.00 annually, payable in two (2) equal semi-annual installments on the first payday in July and the first payday in January.

3. Paragraph 4 of the EMPLOYMENT AGREEMENT shall read in its entirety as follows:

4. BENEFITS

A. COMPENSATORY TIME

Compensatory time may be earned on an hour-for-hour basis for hours worked over 40 in a week up to a maximum of 240 hours in a calendar year which will carryover from year to year, but in no case shall exceed 240 hours. Compensatory leave has no cash value and may not be cashed out upon separation from District or at any other time.

B. OTHER

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that TMFPD requires an across the board reduction of salaries; (ii) if employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of Employer.

4. All other terms and conditions of the Employment Agreement dated March 15, 2012 remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands with the intent to be bound.

EMPLOYEE

Charles Moore

Date

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**

David Humke, Chair

Date

ATTEST:

Washoe County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 15th day of March, 2012, by and between the Truckee Meadows Fire Protection District Board of Fire Commissioners, hereinafter referred to as "TMFPD" or "Employer", and Charles Moore, an individual, hereinafter referred to as "Employee", both of whom do hereby agree as follows:

WHEREAS, Employer in a public meeting held on February 28, 2012, expressed its desire, following interviews of several candidates, to appoint Moore as its Fire Chief and directed TMFPD staff to negotiate the terms of the instant agreement with Moore; and

WHEREAS, TMFPD staff met with Moore on February 29, 2012, to negotiate the terms of the instant agreement; and,

WHEREAS, it is the desire of TMFPD to provide certain benefits, and to describe certain conditions of employment, and working conditions of Employee as set forth herein; and,

WHEREAS, it is the desire of Moore to accept employment as Fire Chief of TMFPD as set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. DUTIES OF EMPLOYEE

TMFPD hereby appoints Employee and Employee agrees to serve as Fire Chief for the TMFPD and as such will perform the duties and have the responsibilities as set forth by law, and to perform other legally permissible and proper duties as the Board of Fire Commissioners shall from time to time assign. The effective date of this Agreement shall be April 2, 2012 .

2. TERM AND TERMINATION

A. TERM

This Agreement is effective for three years beginning April 2, 2012, and terminating at 11:59 p.m. April 1, 2015, unless sooner terminated at the will of Authority or Employee as provided herein.

B. TERMINATION BY EMPLOYEE

Employee may terminate this agreement at any time for any reason by giving 30 days notice. TMFPD may pay Employee up to 30 days pay and benefits in lieu of the notice and require immediate termination of employment. Employee shall not be entitled to severance pay of any kind should Employee terminate the agreement.

C. TERMINATION BY EMPLOYER

Employer may terminate this Agreement at any time and for any reason with or without cause by giving 30 days notice. Employer may, at its sole option, pay Employee up to 30 days salary in lieu of the notice and require immediate termination of employment. Except as described herein, Employee shall be entitled to 6 months' salary only as severance pay, which shall be in addition to the aforementioned 30 day in lieu of notice payment for immediate termination of employment.

Employee shall not be entitled to severance pay if Employer terminates Employee, in part or in total, for conviction of a crime other than a misdemeanor traffic citation not involving alcohol or drugs, or if Employee engages in conduct which constitutes a violation of law or policy governing the conduct of public officers. Nor shall Employee be entitled to severance pay at the conclusion of the term of this Agreement.

D. DUTIES AND RIGHTS UPON TERMINATION

Upon termination of employment, Employee shall (i) immediately cease doing any business of the Employer, (ii) leave the premises and (iii) return all equipment, files, documents, keys, identification cards, credit cards, and property belonging to Employer. If Employee is given pay in lieu of notice as described above, Employee shall remain available for consultation during the pay in lieu period.

3. **SALARY**

Employee shall be paid a gross salary of \$126,500.00. On each anniversary of the effective date of this Agreement, the Board shall consider Employee's performance and may award an increase in pay to Employee.

Employee, as an exempt employee under the Fair Labor Standards Act, shall not be entitled to overtime pay.

The annual salary of Employee may be adjusted by a vote of the Board consistent with the cost-of-living adjustment provided to all other unclassified and non-represented employees of the District. In addition, following the evaluation conducted pursuant to Paragraph 7 below, Employee's salary may be increased for merit by up to 5% of Employee's then current salary.

4. **BENEFITS**

Employee's compensation and benefits shall not be reduced at any time during the term of this Agreement except (i) to the degree that TMFPD requires an across the board reduction of salaries; (ii) if Employee is incapacitated and cannot perform his duties hereunder and has exhausted available leave; or (iii) as a result of disciplinary action for professional malfeasance, violation of law, or violation of the policies or directives of Employer.

5. EXCLUSIVE EMPLOYMENT

Employee agrees that in the absence of approval in advance, the TMFPD shall be his sole employer and that Employee shall not engage in any other employment of any kind, including independent contractor work. Employee may consult with his most recent previous employer until December 2012. Employee warrants that any such consulting will not occur during regular business hours or otherwise interfere with the performance of his duties as Fire Chief of TMFPD.

6. RETIREMENT

Employer shall pay the employee's contribution to the Nevada Public Employees Retirement System (PERS) in the same fashion as unclassified, non-represented employees of the District. Any increases or decreases in the PERS contribution rate to Employer are shared equally by the Employer and the Employee as described in NRS 286.421 and as dictated by the PERS System.

Employee understands and agrees that his classification as a "regular" or "police/fire" member of the PERS system will be determined by PERS alone, that the District has no ability or duty to alter or challenge any such determination, and Employee agrees to abide by any such determination by PERS.

Both Parties agree that should Employee be determined to be a "police/fire" member of PERS that contribution rates will be adjusted retroactively if allowed by PERS. Both Parties agree that PERS' failure to allow a retroactive payment will not result in a duty to pay additional compensation or retirement payment of any kind.

7. EVALUATIONS

A. The TMFPD Board of Fire Commissioners, with Employee's input, agrees to adopt priorities and expectations for Employee and the Board agrees to do so each year thereafter so long as this Agreement is in effect. The Board's adoption of priorities and expectations for Employee shall coincide with Employee's evaluation as provided in Paragraph B below. The priorities and expectations may be added to or deleted as the TMFPD Board may from time to time determine, in consultation with Employee.

B. Each year prior to or as near as possible to the anniversary date of this Agreement, the TMFPD Board of Fire Commissioners will review and evaluate Employee's performance in accordance with the provisions of the Open Meeting Law. Employee shall contact the Chair of the Board at least 30 days in advance of his anniversary date to schedule the evaluation. The evaluation shall be based upon priorities and expectations as developed as provided in Paragraph A above. The evaluation process will be jointly developed and mutually agreed upon by Employer and Employee.

8. VEHICLE AND USE

Employee will be issued a District vehicle and Employee may use the vehicle in accordance with District policy.

9. NOTICES

When required by the Agreement, notice by Employee shall be in writing and shall be by personal service on the Chair of the TMFPD Board of Fire Commissioners, or sent by regular mail to the Chair, in which case notice shall be deemed effective on the date of mailing.

When required by the Agreement, notice by Employer shall be by personal service on Employee, or sent by regular mail to Employee, in which case notice shall be deemed effective on the date of mailing.

10. HEALTH INSURANCE:

Employer shall pay 100% of Employee premium and, should Employee elect dependent coverage, Employer shall pay 50% of the premium for such coverage.

11. LIFE INSURANCE:

Employer will purchase \$25,000 of life insurance for Employee.

12. LEAVE:

A. Employee shall accrue 120 hours per year of sick leave at a rate of approximately 4.615 hours per pay period.

B. Eligibility for paid vacation begins (6) months from date of employment with the Truckee Meadows Fire Protection District. Vacation time is earned on a graduated basis:

| | |
|---------------|-----------|
| 0 - 3 Years | 96 Hours |
| 3 - 5 Years | 136 Hours |
| 5 - 10 Years | 152 Hours |
| 10 - 15 Years | 176 Hours |
| 15 - 20 Years | 192 Hours |
| 20 + Years | 200 Hours |

No more than 240 hours of vacation leave may be carried forward at the end of the calendar year.

C. Employee shall be entitled to 11 paid Holidays per year pursuant to NRS 236.015.

D. Employee shall not be entitled to Comp time.

12-13

13. PROFESSIONAL DEVELOPMENT

A. To the extent allowed by law and as may be consistent with the Employer's budget and travel ordinance, Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee and to adequately pursue official and other functions of Employer, in an amount to be determined solely by the TMFPD.

B. To the extent allowed by law and as may be consistent with the Employer's budget and travel ordinance, Employer, also agrees to budget and to pay for the travel and subsistence expenses of employee for short course, institutes, and seminars for his professional development and for the good of the Employer, in an amount to be determined solely by the TMFPD. The Employer agrees to pay for reasonably necessary required emergency medical technician or paramedic certification expenses. All reasonably required safety equipment shall be provided at the expense of the employer.

14. LABOR RELATIONS

Employee shall not have the ability to enter into "side agreements" with any of the Labor Associations recognized by the TMFPD.

15. WAIVER

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement

16. APPLICABLE LAW AND EXCLUSIVE FORUM

The Parties agree that this Agreement is entered into in the State of Nevada and shall therefore be governed by the laws of Nevada without resort to conflict of laws principles. The Parties also consent to jurisdiction in the state and federal courts of Nevada and agree that such courts shall have exclusive jurisdiction over disputes arising out of the interpretation of this Agreement.

17. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by the Parties hereto.

19. AMENDMENT

This Agreement may only be modified in a writing signed by all Parties hereto and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 15th day of March, 2012.

EMPLOYEE

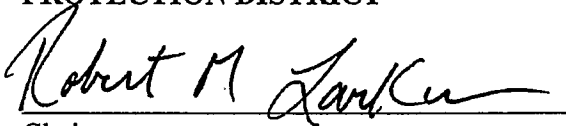


Charles Moore

3.15.12

Date

**BOARD OF FIRE COMMISSIONERS
TRUCKEE MEADOWS FIRE
PROTECTION DISTRICT**

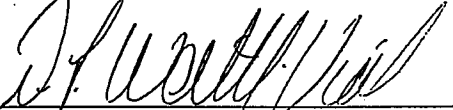


Chairman

3-15-2012

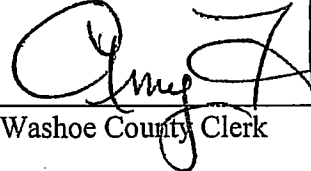
Date

APPROVED AS TO FORM:



Assistant District Attorney
Deputy

ATTEST:



Washoe County Clerk



10-10-12



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM JB
Finance VVB
Legal DWV BC
Risk Mgt. PDM
HR N/A

DATE: October 9, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
SUBJECT: Discussion and possible action authorizing the Chairman to terminate the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services effective December 31, 2014. (All Commission Districts)

SUMMARY

This item seeks possible action to the Chairman to terminate the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services effective December 31, 2014

Strategic Objective supported by this item: *Valued, engaged employee workforce*

PREVIOUS ACTION

On April 22, 2014, the Board of Fire Commissioners approved an Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc.

BACKGROUND

The District desires to discontinue relationship between its current health insurance broker. The District is required to give at least 60 days' notice of termination. If approved, termination is proposed to be effective December 31, 2014 at 11:59 PM.

In an effort to obtain a superior level of customer service and expand analysis of the District's costs and options for employee group health insurance in the future, staff is recommending this cancellation.

FISCAL IMPACT

There is no fiscal impact to terminate the agreement. The District is completing contractual language for new services with a new vendor for the same fee.

RECOMMENDATION

Staff recommends Board approval to authorize the Chairman to terminate the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services effective December 31, 2014.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion could be:

"I Recommend approval to authorize the Chairman to terminate the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services effective December 31, 2014."

Amy Ray
Fire Marshal



Tim Leighton
Division Chief

Charles A. Moore
Fire Chief

October 28, 2014

Wells Fargo insurance Services
Attn: Evelyn Hullin
604 West Moana Lane
Reno, NV 89509

Re: Termination of Services

Dear Ms. Hullin,

In accordance with paragraph 5 Term and Termination of the Agreement between Truckee Meadows Fire Protection District and Wells Fargo Insurance Services USA, Inc. for Group Insurance Broker and Advisory Services, dated June 1, 2014, Truckee Meadows Fire Protection District hereby gives Notice of Termination of the Agreement effective December 31, 2014 and 11:59pm.

The District will be contracting with a new provider in the coming year. We thank you for your past services to the District and wish you the best going forward.

Regards,

David Humke
Chairman
Truckee Meadows Fire Protection District
Board of Fire Commissioners


TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
1001 E. Ninth St. Bldg D 2nd Floor • Reno, Nevada 89512 • PO Box 11130 • Reno, Nevada 89520
Office 775.326.6000 Fax 775.326.6003



**WASHOE COUNTY
SIERRA FIRE PROTECTION DISTRICT
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT**



STAFF REPORT
Board Meeting Date: October 28, 2014

CM/ACM 
Finance LC/VVB
Legal BC
Risk Mgt. DT
HR N/A

DATE: October 9, 2015

TO: Board of County Commissioners
Board of Fire Commissioners

FROM: Wendy Pitts, Washoe County Property Program Manager,
Community Services Department, 328-2045 wpitts@washoecounty.us
Charlie Moore, Fire Chief
Truckee Meadows Fire Protection District, 328-6123 cmoore@washoecounty.us

SUBJECT: Adopt a Resolution declaring the intent of Washoe County, Truckee Meadows Fire Protection District and Sierra Fire Protection District to withdraw all use of the property commonly known as the Boomtown Fire Station, APN 038-120-10, including of all improvements, and relinquish all rights thereto back to the owner, PNK Development 7 LLC, due to the relocation of the fire station to the new Mogul location at 10201W. Fourth Street; and other matters properly related thereto. (Commission District 5)

SUMMARY

This Staff Report requests that all three Boards adopt the attached Resolution declaring the intent of Washoe County, Truckee Meadows Fire Protection District and Sierra Fire Protection District to withdraw all use of the property commonly known as the Boomtown Fire Station, APN 038-120-10, including of all improvements, and relinquish all rights thereto back to the owner, PNK Development 7 LLC, due to the relocation of the fire station to the new Mogul location at 10201W. Fourth Street.

Strategic Objective supported by this item: Sustainability of our financial, social and natural resources.

PREVIOUS ACTION

None related to the control of the property at 100 Garson Rd.

BACKGROUND

Many years ago the property ownership provided this site for use by fire services through a verbal commitment to Nevada Division of Forestry (NDF) to enabling the establishment of a fire services location to serve the Verdi residents.

In 2006 NDF subsequently vacated its operation at this location and turned the site over to Sierra Fire Protection District for its service delivery. On July 1, 2012 Sierra Fire Protection District and Truckee Meadows Fire Protection District operations were subsequently merged and Truckee Meadows Fire

BCC Agenda Item # 16
BOFC Agenda Item # 12

Protection District has used this facility until the relocation and opening of the new Mogul station #35 located at 105201 W. Fourth Street..

Staff wishes to acknowledge the cooperation and support of the Boomtown owners over the decades, including current parcel owner, PNK Development 7 LLC, and by Resolution provide a written notice of withdrawal and relinquishment of use of the parcel and its improvements.

FISCAL IMPACT

None for this action

RECOMMENDATION

Staff recommends the Board of County Commissioners Adopt a Resolution declaring the intent of Washoe County, Truckee Meadows Fire Protection District and Sierra Fire Protection District to withdraw all use of the property commonly known as the Boomtown Fire Station, APN 038-120-10, including of all improvements, and relinquish all rights thereto back to the owner, PNK Development 7 LLC, due to the relocation of the fire station to the new Mogul location at 10201 W. Fourth Street; and other matters properly related thereto.

POSSIBLE MOTION

Should the Board agree with the recommendation, a possible motion would be:
“Move to adopt a Resolution declaring the intent of Washoe County, Truckee Meadows Fire Protection District and Sierra Fire Protection District to withdraw all use of the property commonly known as the Boomtown Fire Station, APN 038-120-10, including of all improvements, and relinquish all rights thereto back to the owner, PNK Development 7 LLC, due to the relocation of the fire station to the new Mogul location at 10201 W. Fourth Street; and other matters properly related thereto..”

RESOLUTION BY:
WASHOE COUNTY
TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT

A RESOLUTION DECLARING THE INTENT OF WASHOE COUNTY, TRUCKEE MEADOWS FIRE PROTECTION DISTRICT AND SIERRA FIRE PROTECTION DISTRICT TO WITHDRAW ALL USE OF THE PROPERTY COMMONLY KNOWN AS THE BOOMTOWN FIRE STATION, APN 038-120-10, INCLUDING OF ALL IMPROVEMENTS, AND RELINQUISH ALL RIGHTS THERETO BACK TO THE OWNER,, PNK DEVELOPMENT 7 LLC;
AND ALL OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, Sierra Fire Protection District, the Truckee Meadows Fire Protection District, and at times Washoe County, have utilized a certain parcel of real property in Washoe County located at 100 Garson Road across from the Boomtown casino, known as Assessor's Parcel Number 038-120-10 ("Garson Parcel"); and

WHEREAS, decades ago the Nevada Division of Forestry and then the Sierra Fire Protection District followed in use by the Truckee Meadows Fire Protection District and Washoe County, obtained verbal commitments of use and improvement of the Garson Parcel for a fire station and storage from a previous parcel owner, and subsequent parcel owner(s) continued the verbal arrangement; and

WHEREAS, the fire station and other improvements located on the Garson parcel have seriously aged, and due to the completion of the new Truckee Meadows Fire Protection District's Station #35, known as the Mogul station, located at 10201 W. Fourth St., Reno, NV 89523, the station operation at the Garson Parcel has been relocated to the Mogul station, making the station at the Garson Parcel unnecessary and a burden upon the public interest to maintain; and

WHEREAS, Nevada Revised Statutes 474.470(7) and 244.290(1) authorize disposal of land when the governing bodies determine that the land or improvements are no longer needed and that disposal is in the best interest of the public, by formally adopting a Resolution so stating; and

WHEREAS, the cooperation of the Garson Parcel owners over the many years in support of the provision of fire and emergency medical services from that location has been critical to the West Reno and Verdi communities for decades and is deeply appreciated.

NOW, THEREFORE, be it so resolved by the governing boards of the Truckee Meadows Fire Protection District, the Sierra Fire Protection District, and Washoe County as follows:

1. Said governing boards do hereby find and declare that further use of the Garson Parcel and improvements is no longer needed and that it is in the best interests of the public to withdraw all use thereof and relinquish all rights thereto back to the Garson Parcel property owner, PNK Development 7 LLC, and further hereby declare their intent to do so by this Resolution.
2. Said governing boards further declare their immense gratitude and appreciation to the Garson Parcel owners over the years for their support and for the use of this parcel.
3. This action is hereby made without any payment or compensation from or to the Truckee Meadows Fire Protection District, the Sierra Fire Protection District and Washoe County.
4. This action relinquishes the Garson Parcel and its improvements back to the owner "as is where is".

ADOPTED this ____ day of _____, 2014 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT
SIERRA FIRE PROTECTION DISTRICT
WASHOE COUNTY

David Humke, Chair

ATTEST:

Nancy Parent, Clerk



TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

STAFF REPORT

Board Meeting Date: October 28, 2014

CM JS
Finance VVB
Legal BC
Risk Mgt. PDM
HR N/A

DATE: October 9, 2014
TO: Truckee Meadows Fire Protection District Board of Fire Commissioners
FROM: Charles A. Moore, Fire Chief
Phone: (775) 328-6123 Email: cmoore@tmfpd.us
CC: John Slaughter, Washoe County Manager
SUBJECT: Discussion and possible action referring to the Board of County Commissioners, a request by the Sierra Sage Golf Course Management Company President (Cal-Mazz Golf Management) to de-annex from the City of Reno and include the area into the boundary of Truckee Meadows Fire Protection District. (Commission District 2)

SUMMARY

This item is discussion and possible action to refer to the Board of County Commissioners, a request by Sierra Sage Golf Course Management Company President (Cal-Mazz Golf Management) to de-annex from the City of Reno and include the area into the boundary of Truckee Meadows Fire Protection District (TMFPD).

Strategic Objective supported by this item: *Safe, secure and healthy communities*

PREVIOUS ACTION

On May 13, 2014, the Board of Fire Commissioners (Board) directed the Fire Chief to prepare an offer to the City of Reno regarding automatic aid.

On June 17, 2014, the Board heard a report from the Fire Chief which identified several areas in the City where the Chief believed TMFPD could be helpful in the City's response, considering that TMFPD's station were within or near the Reno City limits, and TMFPD is the closest unit available to respond, in some cases just a few yards away from structures.

On July 22, 2014, the Board heard a report from the Fire Chief, who reported that an offer to the City of Reno was sent (letter dated June 18, 2014) which offered assistance to the City.

The District's Fire Chief received correspondence from the Reno Fire Chief, dated September 25, 2014 which declined the offer of assistance.

BACKGROUND

Washoe County is the owner of record of the Sierra Sage Golf Course. NRS 268.664 speaks to the de-annexation process, whereby either the governing body or a petition of the majority of the property owners may initiate the de-annexation process. NRS 268.664 is attached as attachment two.

Mr. Mike Mazzaferri, PGA and President of Cal-Mass Golf Management authored correspondence to the County Manager, dated May 12, 2014 and included in this Staff Report as attachment one. In his letter, Mr. Mazzaferri states that, "the Truckee Meadows Fire Protection District station adjacent to the course is not the first responder if an emergency situation occurs at the course and/or clubhouse. Instead, because of the lack of an automatic aid agreement between the City and County, the first responder would be a City of Reno unit nearly three miles away. Also, this response would not include the highest level of medical response, a paramedic." He goes on to state, "I know that time is of essence in delivering life-saving care to heart attack or stroke victims."

Mr. Mazzaferri requests that the County Commission take action on his request.

As his request to de-annex speaks to his dissatisfaction over the service level fire currently provided by the City of Reno for emergency medical response, this matter is brought before the Board of Fire Commissioners.

The Board of Fire Commissioners may take action to refer this matter to the Board of County Commissioners and County Staff for action by the BCC.

A map of the area requested for de-annexation is attached as attachment three.

FISCAL IMPACT

There will be no additional staffing levels needed to cover Sierra Sage Gold Course; any additional cost of response exists within the current budget.

RECOMMENDATION

Staff recommends approval of a motion to refer the matter of de-annexation of the Sierra Sage Golf Course from the City of Reno to the Board of County Commissioners and County Staff.

POSSIBLE MOTION

Should the Board agree with staff's recommendation a possible motion could be:

"I Recommend approval to refer to the Board of County Commissioners, a request by Sierra Sage Golf Course Management Company President (Cal-Mazz Golf Management) to de-annex from the City of Reno and include the area into the boundary of Truckee Meadows Fire Protection District."



May 12, 2014

Mr. John Slaughter, Manager
Washoe County, Nevada
1001 E 9th St
Reno, NV 89512

Dear John,

I'm sending this letter as a follow up to our recent phone conversation. I want to formally request a discussion with your office regarding the placement of an item on an upcoming County Commissioner's Agenda to discuss fire-emergency response to your Sierra Sage Golf Course which I manage under the Cal-Mazz Golf Management group contract.

It has come to my attention that the Truckee Meadows Fire Protection District Station adjacent to the course is not the first responder if an emergency situation occurs at the course and/or clubhouse. Instead, because of the lack of an automatic aid agreement between the City and County, the first responder would be a City of Reno unit nearly three miles away. Also, this response would not include the highest level of medical response, a paramedic. We would have to wait for a call from a REMSA unit to deliver that level of care, while a paramedic is stationed mere yards away from our clubhouse.

My concern is amplified by the fact that we serve nearly 60,000 citizen-patrons each year and we are approaching our busiest season. My father was an Endocrinologist and my brother is a cardiologist -- I know from them that time is of essence in delivering life-saving care to heart attack or stroke victims.

In trying to understand the politics and complexity of the situation, the only and most immediate recourse I can see is to have the County begin with de-annexation proceedings as afforded by NRS NRS268.664 -- Proceedings for detachment of territory from city. This allows a petition signed by the majority of property owners, (In the case of Sierra Sage, the county is the majority property owner) the area proposed or sought to be detached, and a map showing the area proposed or sought to be detached and the boundaries contemplated to be diminished or contracted. This petition is sent to the governing body, in this case the City of Reno.

By doing this, I believe we would then become part of the Truckee Meadows Fire Protection District and thus the patrons of Sierra Sage would receive first response from the adjacent Station 13.

I look forward to your response and any insight you could provide in pursuing this strategy to provide better protection to your patrons and citizens at this popular public recreation asset.

Sincerely,

A handwritten signature in cursive script that reads "Mike Mazzaferri".

Mike Mazzaferri, PGA
President, Cal -Mazz Golf Management

NRS 268.664 Proceedings for detachment of territory from city.

1. The governing body shall have power by ordinance or other appropriate legal action taken to diminish, reduce and contract the established limits or boundaries of the city and to detach and sever from the city any area or territory within such limits, in the following manner:

(a) The governing body, of its own motion or upon petition in writing signed by a majority of the property owners within the area proposed or sought to be detached, shall cause to be prepared and filed with its clerk an accurate map or plat, made and certified by a competent surveyor, showing the area proposed or sought to be detached and the boundaries contemplated to be diminished or contracted.

(b) Two copies of such plat, with a brief statement in duplicate of the reasons for the proposed action, shall then be filed with the commission, which shall review the proposal and act upon it in the manner provided by NRS 268.638 to 268.652, inclusive.

(c) The governing body shall then cause to be published in a newspaper in the city for not less than 1 week a notice of its intention to consider an act upon the matter of the proposed change in the boundaries, briefly describing such change and referring to the map on file, and fixing a time when the governing body will meet and consider objections or protests against the proposed change.

(d) At the time fixed, unless there is presented and filed written objections or protests against such change, signed by a majority of the property owners within the area proposed or sought to be detached, the governing body may take favorable action upon the matter, and may by ordinance or other appropriate legal action taken declare the area under consideration severed and detached from the city, and the boundaries diminished or contracted as proposed.

(e) A copy of the map mentioned in paragraph (a), certified by the surveyor and by the clerk, with a certified copy of the ordinance or action as passed, approved and published, shall be at once filed with the county recorder of the proper county and upon such filing the change in boundaries shall be deemed complete and the area detached.

2. Where any territory is detached from a city as provided in this section, provision shall be made for such proportion of any outstanding general obligations of such city as the assessed valuation of property in the territory bears to the total assessed valuation of property in such city and for such proportion of any obligations secured by the pledge of revenues from a public improvement as the revenue arising within the territory bears to the total revenue from such improvement as follows:

(a) If the territory is annexed to another city, such proportionate obligation shall be assumed according to its terms by the annexing city.

(b) If the territory is not so annexed, taxes shall be levied by the board of county commissioners upon all taxable property in the district, sufficient to discharge such proportionate general obligation according to its terms.

(c) In lieu of either method provided in paragraphs (a) and (b), where substantially all of the physical improvements for which the obligation was incurred are within the territory remaining, and with the consent of the governing body of the city from which such territory is detached and of the holders of such obligations, the entire obligation may be assumed by such city and the detached territory released therefrom.




(Added to NRS by 1967, 1625)

Silver Sage Golf Course
APN: 554-010-01; 263 acres.



2013 3" pixel orthophotos

Legend

-  Fire Station
-  Sierra Sage Golf Course
-  Railroad



Washoe County GIS Program
 Tech. Svcs Dept./Regional Svcs. Div.
 1001 E. 9th St.
 Reno, NV 89512
www.washoecounty.us/gis

